

THE FOOTBALL ASSOCIATION

# **CLUB LICENSING MANUAL**

**FOR PARTICIPATION IN UEFA CLUB COMPETITIONS**

For applications made during season 2020/21  
(in respect of UEFA Club Competitions to be played in season 2021/22)

This Licensing Manual was approved by the Premier League Board on 28 October 2020, the Professional Game Board of The Football Association on 4 December 2020 and provided to UEFA for review on 9 December 2020.

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## 1 Definitions

### 1.1 In this Licensing Manual:

1.1.1 “**Academy**” means an establishment for the coaching and education of Academy Players operated by a Club in accordance with the Youth Development Rules;

1.1.2 “**Academy Manager**” means the person responsible for the strategic leadership and operation of a Club’s Academy, whose role and responsibilities are more particularly defined at Youth Development Rules 52 to 59;

1.1.3 “**Academy Player**” means a male player (other than an Amateur Player or a Trialist) who is in an age group between Under 9 to 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 these Rules, save for any player who:

a) the Board is satisfied has developed technical, tactical, physical and psychological and social skills of such a level that he would not benefit from continued coaching in the Academy or participating or continuing to participate in its Games Programme (which includes, for the purpose of this definition, the league competition referred to in Youth Development Rules 161 to 168); and

b) has entered into a written contract of employment in Form 15 with that Club;

1.1.4 “**the Act**” means the Companies Act 2006;

1.1.5 “**Amateur Player**” means any player (other than an Academy Player) who is registered to play or intends to be registered to play for a Club and who is registered with the Football Association as an amateur in accordance with the FIFA Regulations for the Status and Transfer of Players;

1.1.6 “**Annual Accounts**” means:

(a) the accounts which each Club’s directors are required to prepare pursuant to section 394 of the Act; or

(b) If the Club considers it appropriate or the Board so requests, the Group Accounts of the Group of which the Club is a member and which it is required to prepare pursuant to section 399 of the Act, or which it is required to deliver to the Registrar of Companies pursuant to section 400(2)(e) or section 401(2)(f) of the Act,

Provided that in either case the accounts are prepared to an accounting reference date (as defined in section 391 of the Act) which falls between 31 May and 31 July inclusive. If the accounting reference date falls at any other time, separate accounts for the Club or the Group (as appropriate) must be prepared for a period of twelve months ending on a date between 31 May and 31 July inclusive, and in such a case “Annual Accounts” means those accounts. Annual Accounts must be prepared and audited in accordance with all legal and regulatory requirements applicable to accounts prepared pursuant to section 394 of the Act;

- 1.1.7 “**Article**” means an article of the UEFA Club Licensing and Financial Fair Play Regulations 2018 and a reference to an Article followed by a number is a reference to the relevant Article of those Regulations;
- 1.1.8 “**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;
- 1.1.9 “**Authorised Signatory**” has the meaning set out under Ser. No.26 of the schedule hereto;
- 1.1.10 “**the Board**” means the board of directors for the time being of the League (or its designee);
- 1.1.11 “**Club**” means an association football club which:
- (a) is a shareholder in the League; and
  - (b) a member of the Football Association pursuant to Rule A3.1 to A3.3 of Rules of the Football Association or affiliated to the Football Association of Wales;
- 1.1.12 “**club**” means an association football club which is not a shareholder in the League;
- 1.1.13 “**Compensation Fee**” means any sum of money or other consideration (exclusive of Value Added Tax) payable by a Transferee Club to a Transferor Club upon the permanent transfer of the registration of a Contract Player or in respect of an Out of Contract Player;
- 1.1.14 “**Contingent Sum**” means any sum of money (exclusive of Value Added Tax) additional to a Compensation Fee payable upon the happening of a contingent event by a Transferee Club to a Transferor Club consequent upon the transfer of the registration of a player (whether that transfer is permanent or temporary);
- 1.1.15 “**Contract Player**” means any player (other than an Academy Player) who has entered into a written contract of employment with a Club;
- 1.1.16 “**the Court of Arbitration for Sport**” means the independent arbitration tribunal known as the Court of Arbitration for Sport and which is established in Lausanne, Switzerland;
- 1.1.17 “**FIFA**” means the Federation Internationale de Football Association;
- 1.1.18 “**Football Association Board**” means the board of directors of the Football Association Limited or any person or persons to whom its powers have been delegated;
- 1.1.19 “**the Football Association**” means The Football Association Limited;

- 1.1.20 “**the Football Association Rules**” means the rules and regulations for the time being of the Football Association;
- 1.1.21 “**the Football League**” means The Football League Limited;
- 1.1.22 “**Form**” means the appropriate form or substantially the same form as that prescribed in the Rules;
- 1.1.23 “**Group**” has the meaning set out in Section 474(1) of the Act save that it shall also include any other entity that carries on any material aspect of the football operations of the Club;
- 1.1.24 “**Group Accounts**” means accounts that a Club is required to prepare pursuant to Section 399 of the Act, or which its Parent Undertaking is required to deliver to the Registrar of Companies pursuant to Section 400(2)(e) or Section 401(2)(f) of the Act;
- 1.1.25 “**Group Undertaking**” has the meaning set out in Section 1161(5) of the Act;
- 1.1.26 “**Home Club**” means the Club on whose ground a League Match is or was or should be or should have been played or, where the Clubs participating in that League Match share a ground, the Club whose name first appears in respect of that League Match on the League’s fixture list;
- 1.1.27 “**Intermediary**” means any Person who qualifies as an Intermediary for the purposes of the FA Regulations on Working with Intermediaries (as amended from time to time);
- 1.1.28 “**the League**” means the Football Association Premier League Limited;
- 1.1.29 “**League Match**” means a match played under the jurisdiction of the League;
- 1.1.30 “**Licensing Manual**” means this manual;
- 1.1.31 “**Licensing Season**” means the UEFA season for which a licence applicant has applied for and/or been granted a licence. It starts the day following the deadline for submission of the list of licensing decision by the licensor to UEFA referred to in 10.8 and lasts until the same deadline the following year;
- 1.1.32 “**Loan Fee**” means any sum of money (exclusive of Value Added Tax) payable by a Transferee Club to a Transferor Club upon a Temporary Transfer (as such is defined in the Rules);
- 1.1.33 “**Manager**” means the Official of a Club responsible for selecting the Club’s first team;
- 1.1.34 “**Match Officials**” means referees and assistant referees and includes reserve officials and fourth officials;
- 1.1.35 “**New Registration**” means the registration of a Player at a time when no other Club (or club) holds his registration either because no previous application to register the Player has been made or because a previous registration has been cancelled or has terminated or has expired;

- 1.1.36 **“Official”** means any director, secretary, employee or representative of a Club or club, excluding any Player, Agent or Auditors;
- 1.1.37 **“Out of Contract Player”** means a Contract Player whose contract of employment with a Club has expired;
- 1.1.38 **“Parent Undertaking”** has the meaning set out in section 1162 of the Act;
- 1.1.39 **“Person”** means 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;
- 1.1.40 **“Player”** means any Contract Player, Out of Contract Player, Amateur Player or Academy Player who is registered to play for a Club;
- 1.1.41 **“Regulations”** means the UEFA Club Licensing and Financial Fair Play Regulations (2018 edition);
- 1.1.42 **“Rules”** means the rules for the time being of the League and a letter and a number following a reference to a rule identifies the Section in which it is comprised and its number within that Section;
- 1.1.43 A **“Season”** means the period commencing on the date of the first League Match on the fixture list of the Competition and ending on the earlier of the following: (a) at midnight on the date on which the last League Match of those referred to in Rule C.1 is completed; (b) immediately upon the passing of a Curtailment Resolution or (c) 80 clear days from the date of the last League Match in the Competition (scheduled in accordance with Rule L.1.1), pursuant to Rule C.28;
- 1.1.44 **“Section”** means a Section of the Rules;
- 1.1.45 **“Significant Change”** means an event that is considered material to the documentation previously submitted to the licensor and that would require a different presentation if it occurred prior to submission of the documentation;
- 1.1.46 **“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 in the Club which confer in aggregate on the holder(s) therefore ten (10) per cent or more of the total voting rights exercisable in respect 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 concert party, and any rights or powers held by an associate, nominee or connected person shall be included for the purposes of determining whether an interest or interests amounts to a “Significant Interest”;
- 1.1.47 **“SR Appeal Regulations”** means Sports Dispute Resolution Panel Limited’s arbitration rules for the conduct of appeals relating to the refusal or withdrawal of a UEFA Club Licence;

- 1.1.48 “**Stadium**” means the Club’s ground registered with the League pursuant to Rule K.5;
- 1.1.49 “**Subsidiary Undertaking**” has the meaning set out in section 1162 of the Act;
- 1.1.50 “**Transferee Club**” means a Club (or club) to which the registration of a Contract Player is, or is to be or has been transferred (including on the basis of a Temporary Transfer as such is defined in the Rules) or which, in the case of an Out of Contract Player, effects his New Registration;
- 1.1.51 “**Transferor Club**” means a Club (or club) from which the registration of a Contract Player is, or is to be or has been transferred (including on the basis of a Temporary Transfer as such is defined in the Rules) or which, in the case of an Out of Contract Player, holds his registration;
- 1.1.52 “**Trialist**” means a player playing in age groups Under 9 to Under 21 who is attending an Academy on trial under the provisions of Youth Development Rule 235 or 236;
- 1.1.53 “**UEFA**” means the Union des Associations Européennes de Football;
- 1.1.54 “**UEFA Club Competitions**” means the UEFA Champions League and the UEFA Europa League competitions organised by UEFA;
- 1.1.55 “**UEFA Club Licence**” means the licence granted by the Football Association in accordance with the procedures set out in the Licensing Manual enabling Clubs (or clubs) to play in UEFA Club Competitions; and
- 1.1.56 “**Youth Development Rules**” means the Youth Development Rules which form part of the Rules.
- 1.2 Unless the context otherwise requires:
- 1.2.1 words importing the singular number shall include the plural and vice versa; and
- 1.2.2 words importing any particular gender shall include all other genders.
- 1.3 References in this manual to statutory provisions shall be construed as references to those provisions as amended or re-enacted from time to time.

## 2 Introduction

2.1 UEFA's stated objectives of the UEFA licensing system are as follows:

- (a) to further promote and continuously improve the standard of all aspects of football in Europe and to give continued priority to the training and care of young players in each Club;
- (b) to ensure that Clubs have an adequate level of management and organisation;
- (c) to adapt Clubs' sporting infrastructure to provide players, spectators and media representatives with suitable, well-equipped and safe facilities;
- (d) to protect the integrity and smooth running of the UEFA Club Competitions;
- (e) to allow the development of benchmarking for Clubs in financial, sporting, legal, personnel, administrative and infrastructure-related criteria throughout Europe;<sup>1</sup>
- (f) to improve the economic and financial capability of the Clubs, increasing their transparency and credibility;
- (g) to place the necessary importance on the protection of creditors and to ensure that clubs settle their liabilities with employees, social/tax authorities and other clubs punctually.

2.2 Clubs playing in UEFA Club Competitions must hold a UEFA Club Licence. National associations are required by UEFA, as licensors, to implement the provisions of the Regulations with which clubs must comply in order to obtain and keep a UEFA Club Licence. Clubs' attention is also drawn to Part III of the Regulations which governs the monitoring requirements applicable to Clubs competing in UEFA Club Competitions. Any future amendments to the Licensing Manual will require the approval of the Football Association's Professional Game Board and will come into force on such date as they shall specify. For the Licensing Manual to be amended during the licensing process, UEFA approval is required.

2.3 The criteria in this Licensing Manual are graded. Grade A criteria are mandatory and failure to fulfil any Grade A criteria means the applicant cannot be granted a UEFA Club Licence. Grade B criteria are also mandatory but failure to fulfil any Grade B criteria will not prevent the issue of a UEFA Club Licence and may result in a caution or a fine, imposed in accordance with the disciplinary procedures set out in Section W of the Rules, and/or result in the Club concerned being required to submit further evidence or fulfil certain conditions by a specified date.

2.4 An application for a UEFA Club Licence may only be made by and granted to a Club. Further, the applicant Club must for at least three consecutive years prior to 31 May 2021:

- 2.4.1 have been a 'Full Member Club' of the Football Association (as defined in the Articles of Association of the Football Association) and/or a member of the League or Football League; and

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1 See Article 2 of the Regulations



2.4.2 not have been subject to any material alteration undertaken to facilitate its qualification on sporting merit for any competition and/or its receipt of a UEFA Club Licence. Such alterations may include, by way of illustration and without limitation:

- (a) the transfer of the whole or part of the assets and undertaking (including the Club's membership of the Football Association and its share in the League or any share in the Football League which it held during the three years) of the Club to a new legal entity;
- (b) the acquisition or merger of the whole or part of the assets and undertaking of another Club;
- (c) the relocation of the Club; or
- (d) a change in the Club's playing name.

For the avoidance of doubt any such alteration shall only prevent a Club from obtaining a UEFA Club Licence if it was undertaken for the purposes set out above.

UEFA may grant an exception to the requirements set out in this paragraph 2.4. Applications by Clubs for such exceptions will be judged on a case-by-case basis in accordance with the Exceptions Policy set out at Article 4 and Annex I of the Regulations.

2.5 In addition to obtaining a UEFA Club Licence, a Club or club must comply with all the requirements of the relevant UEFA Club Competition in order to be admitted to it. Such admission process shall fall under the sole jurisdiction of UEFA whose competent bodies shall make the final decision regarding admission of Clubs or clubs to UEFA Club Competitions, subject to the UEFA statutes including the provisions therein concerning the jurisdiction of the Court of Arbitration for Sport.

2.6 Further, a Club or club that has qualified for a UEFA Club Competition must comply with the financial monitoring requirements set out in the Regulations (unless it falls within one of the exceptions listed within those Regulations – see Article 57 thereof).

### **3 The Role of the League**

3.1 The League has co-operated with the Football Association in the preparation of the Licensing Manual.

3.2 As licensor, the Football Association has appointed the League to administer the licensing process on its behalf and to recommend to the Football Association board whether a UEFA Club Licence application should be granted or refused. Pursuant to the League's Articles of Association, the Board has appointed appropriately qualified persons to administer all aspects of the UEFA Club Licensing process, including a Director of Finance who is a qualified accountant. The Football Association as licensor will be at liberty to undertake an annual audit to satisfy itself that the licensing process is implemented by the League in accordance with the Licensing Manual. Such an audit will include an inspection of relevant documents in the possession of the League, and the Professional Game Board ("PGB") of the Football Association (or a sub-committee thereof) on behalf of the Football Association will be able to raise in writing with an applicant Club or any of its Associated Undertaking, Parent Undertaking or Subsidiary

Undertaking specific issues in connection with its application for a UEFA Club Licence and the fulfilment of the UEFA Club Licensing System criteria.

- 3.3 Additionally, UEFA or its appointee may at any time on reasonable notice perform compliance audits on the Football Association and, in the presence of the Football Association and the League, on applicant Clubs.<sup>2</sup>

#### **4 The First Instance Body**

- 4.1 The first instance body which decides whether to issue a UEFA Club Licence to an applicant Club is the Football Association Board. However, pursuant to Article 108 of the Articles of Association of The Football Association, The Football Association board has delegated its UEFA Club Licensing responsibilities to its PGB<sup>3</sup>, which has in turn under paragraph 7.4 of its terms of reference delegated the role of the first instance body to a UEFA Club Licensing Committee. The UEFA Club Licensing Committee shall conform to any regulations imposed on it by the PGB and the meetings and proceedings shall be governed by regulations made by the PGB and in accordance with the provisions set out in the Licensing Manual.
- 4.2 In undertaking its function as first instance body a UEFA Club Licensing Committee shall comprise of a maximum of five Persons appointed by the PGB. The Football Association and the League shall jointly nominate the Chairman. The Football Association shall nominate a further two Persons. The League shall nominate a further two persons. A nominee shall not be a representative of a Club or club. The UEFA Club Licensing Committee must include at least one accountant and one lawyer when it is undertaking its function as the first instance body. The accountant must hold a qualification recognised by the Consultative Committee of Accountancy Bodies; the lawyer must be a practising solicitor or barrister qualified to practice in England and Wales. The quorum for a meeting of the UEFA Club Licensing Committee shall be not less than three. Each member of the UEFA Club Licensing Committee shall be entitled to one vote, with the Chairman having the casting vote in the event of a tie.
- 4.3 The PGB or any committee thereof (including a UEFA Club Licensing Committee) shall determine any dispute (save for an appeal against the refusal of a UEFA Club Licence) which may arise in relation to the interpretation of the criteria and/or this Licensing Manual (save that the Board shall acting reasonably and in accordance with applicable law, the League's Articles of Association and the Rules determine any dispute (or aspect of a dispute) which relates solely to the interpretation of a Rule which is contained in this Licensing Manual).

#### **5 The Appeals Body**

- 5.1 An appeal by an applicant Club from a decision of the first instance body concerning the refusal of its application for a UEFA Club Licence shall be determined in accordance with the SR Appeal Regulations which shall govern the appointment of a Panel (the "Panel").

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<sup>2</sup> See Article 71 of the Regulations.

<sup>3</sup> The PGB's Terms of Reference can be found in The Football Association Handbook. Clause 3.1.14 of the PGB's Terms of Reference states that the PGB's powers include "fulfilling on behalf of the FA Board all aspects of the UEFA Club Licensing requirements for the men's game in accordance with the relevant UEFA Regulations".

- 5.2 The Panel, when acting as the appeal body, will comprise three members of whom one is a qualified lawyer and another a qualified accountant. If the Panel fails to reach a majority decision, the decision of the Chairman shall be final.
- 5.3 Members of the Panel are appointed for a term of one year by the Board of Directors of Sports Dispute Resolution Panel Limited.
- 5.4 Decisions of the Panel will be given in writing with full reasons.

## **6 Conflicts of Interest**

- 6.1 Any member of the first instance body or the appeal body who is not wholly independent of an applicant or appellant Club shall not participate in the determination of an application or an appeal by that Club. For the avoidance of doubt, any such member may not simultaneously be an Official of any Club or club, or a member of the Board, the Football Association board, or the PGB.
- 6.2 Such a member who is, or whose spouse, children, parents or siblings are members of, shareholders in, business partners of, sponsors of, consultants to or in any similar relationship to the applicant or appellant Club shall be deemed not to be independent of it.
- 6.3 No member of the first instance body may simultaneously be a member of the Premier League Panel or the Football Association's Judicial Panel.
- 6.4 A member of the appeal body may simultaneously be a member of the Premier League Panel or the Football Association's Judicial Panel, providing that they are not allowed to be part of an appeal Panel in respect of a Club for which, during the same Licensing Season, they have determined a disciplinary or arbitration matter under the Rules / Football Association Rules.

## **7 Confidentiality**

Members of the first instance body and the appeal body must treat all information received by them in their dealings with applications for UEFA Club Licences as strictly confidential.

## **8 Licensing Administration**

- 8.1 Licensing administration is managed by the League.
- 8.2 The tasks of the licensing administration include:
- (a) preparing, implementing and further developing the club licensing system;
  - (b) providing administrative support to the decision-making bodies;
  - (c) assisting, advising and monitoring the licensees during the season;
  - (d) informing UEFA of any event occurring after the licensing decision that constitutes a significant change to the information previously submitted to the licensor;
  - (e) serving as the contact point for and sharing expertise with the licensing departments of other UEFA member associations and with UEFA itself.

- 8.3 By virtue of their employment contracts, employees of the League are bound by confidentiality clauses.

## **9 Licensing Timetable**

- 9.1 An application for a UEFA Club Licence must be made on or before 1 March 2021 (the "Application Deadline"). In advance of the Application Deadline, the League will circulate to all Clubs the application form, Form UL1, a copy of the Licensing Manual and any other documentation relevant to making an application.
- 9.2 Each Club's application and their supporting documentation will be assessed between 1 March 2021 and the meeting of the first instance body. The date of the first instance body meeting will be circulated to Clubs once it has been set.
- 9.3 Annual Accounts, interim accounts and future financial information must be submitted in accordance with Rules E.3, E.6 and E.11.
- 9.4 Form UL5 must be received no earlier than seven days before the meeting of the first instance body at which the applicant Club's application for a UEFA Club Licence will be determined. Clubs will be advised of the exact deadline for receipt each year.
- 9.5 The application will be determined by the first instance body by 30 April 2021.
- 9.6 Each Club will be notified in writing (which may include by email) whether its application for a UEFA Club Licence has been granted or refused.

## **10 Licensing Application and Process**

- 10.1 Each Club that wishes to apply for a UEFA Club Licence must submit a completed Form UL1 to the League in advance of the Application Deadline. The Form UL1 must be signed by an Authorised Signatory, and the signature must not be dated earlier than seven days before the date of submission. Any Club that fails to apply in accordance with these provisions will be unable to participate in the following Season's UEFA Club Competitions. A Club that has made an application may ask the League to have its application withdrawn. Any withdrawal must be made by an Authorised Signatory of the Club.
- 10.2 As part of each Club's application, they must provide supporting documentation to demonstrate compliance with UEFA's criteria as set out within the Licensing Manual. The League will examine relevant documents and carry out such inspections as are deemed necessary to establish whether the UEFA criteria have been fulfilled. They will be assisted as necessary by any other relevant experts.
- 10.3 The League will prepare a report (or reports) for the Board, assessing each Club's application and advising whether the Board should recommend to the first instance body the grant or the refusal of a UEFA Club Licence. The League will communicate to each applicant Club their assessment and give them an opportunity before the Board meets to provide comments which are then incorporated into the final report. If the finalised report recommends refusal of a UEFA Club Licence, the Club will be advised by the League that they are entitled to attend the Board meeting which will consider the application in order to make representations to the Board.
- 10.4 The Board will then meet to consider the report and the recommendations, along with any representations made by Clubs. The Board then makes its recommendations to

the first instance body in respect of which Clubs should be granted or refused a UEFA Club Licence. If the Board recommends refusal of a UEFA Club Licence, the Club will be advised by the League that they are entitled to attend the first instance body meeting to make representations.

- 10.5 Following the Board meeting, the first instance body will then consider each Club's application along with the Board's recommendations, determine whether each applicant Club has met UEFA's criteria and in each case decide whether to grant or refuse a UEFA Club Licence. Where the criteria require the acceptance, approval or satisfaction of the Board, such criteria also require the acceptance, approval or satisfaction of the first instance body. The first instance body shall inform each applicant Club of its decision in writing (including email) via the League and, in the case of a refusal, give reasons and inform the Club of its right to appeal.
- 10.6 If refused, the applicant Club may appeal against the refusal of its application for a UEFA Club Licence by submitting Form UL2 to the League on or before 4 May 2021. If the applicant Club appeals, the decision of the first instance body appealed against shall have no effect pending the determination of the appeal. For the avoidance of doubt no Club shall have a right of appeal in respect of the grant or refusal of a UEFA Club Licence to a different Club.
- 10.7 The Board, the League or the first instance body may at its discretion invite any Club to submit observations and/or attend the Board meeting or the first instance body meeting (or both) to make representations in person to demonstrate compliance with UEFA's criteria. Either the Board or the first instance body may also require an applicant Club to produce to it such further documents or other information as in its absolute discretion it considers necessary in order to discharge its functions set out in this Licensing Manual.
- 10.8 A list of Clubs granted a UEFA Club Licence must be submitted to UEFA by the Football Association by 31 May 2021 or any later date as determined by UEFA.

## **11 Football League Clubs**

- 11.1 If a Football League club qualifies or, in the reasonable opinion of the Football Association is likely to qualify, for a UEFA Club Competition, the Football Association may apply to UEFA for the extraordinary application of the licensing system in accordance with Article 15 of the Regulations and the processes described in Annex IV.
- 11.2 The Football Association will notify UEFA in writing of the possibility of such an application, identifying the club or clubs concerned by no later than 15 April 2021.
- 11.3 A Football League club which is the subject of such an application must apply to UEFA via the Football Association for the extraordinary application of the licensing system.
- 11.4 UEFA will establish the minimum criteria to be fulfilled by the applicant club and the timescale for doing so. The Football Association will notify those criteria to the applicant club.
- 11.5 The first instance body will assess the applicant club's extraordinary application in accordance with the criteria established by UEFA and forward to UEFA all documents provided by the club, any further documentation requested by UEFA, its recommendation and a written request for the club to enter the relevant UEFA Club Competition. On the basis of the above, UEFA will decide whether to grant special

permission to admit the applicant club to the UEFA Club Competition in question (subject to qualification on sporting merit and the relevant UEFA Club Competition Regulations). It will communicate its decision to the Football Association who will inform the applicant club.

- 11.6 An appeal against any decision by UEFA under paragraph 11.5 may be made in writing to the Court of Arbitration for Sport in accordance with the relevant provisions laid down in the UEFA Statutes.
- 11.7 The Football Association will report to UEFA immediately if a club which is the subject of an extraordinary application pursuant to paragraph 11.1 hereof becomes, before the extraordinary application is decided, ineligible to compete in UEFA Club Competition on sporting grounds. The Football Association will in these circumstances decide whether to terminate the extraordinary application.

## **12 General**

- 12.1 Unless withdrawn in accordance with paragraph 10.1, a UEFA Club Licence shall expire without notice to the Club on the deadline to be set by UEFA for notifications to it of licensing decisions in 2022. This is likely to be on or around 31 May 2022.
- 12.2 A UEFA Club Licence may be withdrawn by the first instance body if during its currency the Club to which it was granted no longer complies with any of the grade "A" criteria or it suffers an Event of Insolvency as set out in Rule E.23. In all cases where withdrawal of a UEFA Club Licence is proposed, the first instance body shall consult the League in good time and take its representations fully into consideration. Further, if the League independently of the first instance body decides there are grounds for withdrawing a UEFA Club Licence, it will make that recommendation to the first instance body and the first instance body will give such a recommendation full and appropriate consideration. An appeal against the withdrawal of a UEFA Club Licence shall be determined in accordance with the SR Appeal Regulations. If a UEFA Club Licence is withdrawn, the Football Association will forthwith notify UEFA who shall decide whether the Club should be eliminated from any UEFA Club Competition in which it is then competing. If the decision to withdraw a UEFA Club Licence is appealed the Football Association will forthwith notify UEFA of the appeal and whether it is successful.
- 12.3 A UEFA Club Licence is not transferable.
- 12.4 UEFA reserves the right to sanction a Club or club or eliminate a Club or club from future UEFA Club Competitions based on the applicable UEFA Club Competition regulations.

## **13 Liability**

- 13.1 Except in cases where by law liability cannot be excluded or limited, neither the Football Association, the League (including its Board), the first instance body nor the Panel shall attract or incur any liability whatsoever, including for any loss of profit, loss of revenue, goodwill or anticipated savings, or for any special, indirect or consequential loss or damages of whatsoever kind whether in contract, tort (including negligence) or howsoever arising in connection with the administration in good faith of the licensing process, together with any decision made by the Football Association (or any appeal Panel) concerning the grant or refusal of a UEFA Club Licence to any Club or club and/or in respect of any work undertaken by the Football Association and/or the League in connection with "Part III UEFA Club Monitoring" of the Regulations.

- 13.2 The provisions of this Licensing Manual or the fact that a Club or club has or has not been granted a UEFA Club Licence shall not be relied on by any person other than the Football Association and the League, in making any assessment or decision relating to any Club or club.

## **14 Governing Law**

This Licensing Manual and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law.

## **15 Schedules**

- 15.1 The following schedules refer to UEFA's Sporting, Infrastructure, Personnel and Administrative, Legal and Financial Criteria, each of which is graded "A" or "B" (see paragraph 2.3 above). In each case, compliance with the relevant UEFA Article will determine how the first instance body, and on any appeal, Sports Dispute Resolution Panel Limited, are to determine whether the criteria have been met by the applicant Club. The standard of proof in respect of any such determination will be establishing, to the reasonable satisfaction of the relevant decision-making body, whether the criteria have been met.<sup>4</sup>
- 15.2 For avoidance of doubt, for the purposes of licensing a Club for UEFA Club Competition, where the requirements of League Rules referenced within this Licensing Manual exceed that of the equivalent Articles from the Regulations, then compliance with the latter will be deemed as fulfilling the UEFA criterion.
- 15.3 Pursuant to Football Association rule C1.2.2, all players under written contract must be registered with the Football Association. Pursuant to Rule T.13 and Football Association rule C1.2.4, full details of a player's remuneration must be set out in his contract with the Club. A copy of the contract must be submitted to the League. Pursuant to Football Association rule C1.2.5, all payments made to players must be made by the Club or club and fully recorded in its accounting records. Pursuant to Football Association rule C1.7.4 the full consideration involved in any player transfer must be fully recorded in the accounting records of both clubs. Pursuant to Football Association rule I1.8.2 a Club or club must account for its full gate receipts in its accounting records and bank account.

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<sup>4</sup> Applicant clubs should note the '[u]pdated definition of licensor responsibilities and assessment procedures' contained within the document titled 'UEFA Club Licensing and Financial Fair Play Regulations Edition 2018 - Explanation of key amendments', published by UEFA on 1 June 2018.

## SPORTING CRITERIA

No.	UEFA Article <sup>5</sup>	Grade	Description of UEFA Article
1.	17	A	Approved youth development programme

### Youth Development Rules

**3** *If a Club engages in the training and development of young players then it must:*

**3.1** *obtain a licence to operate an Academy; and*

**3.2** *operate its Academy in accordance with this section of the Rules.*

### Remarks

Holding a licence to operate an Academy in accordance with the Rules will be deemed to be compliance with the UEFA criterion. For the avoidance of doubt, this includes the monitoring provisions at Youth Development Rule 31.

No.	UEFA Article	Grade	Description of UEFA Article
2.	18	A	Youth Teams Minimum 2 within the age range 15-21 Minimum 1 within the age range 10-14 Minimum 1 for ages 9 and younger

### Youth Development Rules

#### Foundation Phase Games Programme

**134.** *The League will organise a games programme for teams in each of the Under 9 to Under 11 age groups of Clubs operating Category 1 and 2 Academies (and for the avoidance of doubt teams from both Categories shall participate together in this games programme).*

**135.** *The Football League will organise a games programme for teams in each of the Under 9 to Under 11 age groups of Clubs operating Category 3 Academies.*

**137.** *Each Club which operates a Category 1, Category 2 or Category 3 Academy:*

**137.1** *must participate fully in the Foundation Phase Games Programme.*

#### Youth Development Phase Games Programme

**139.** *The League will organise a games programme for teams in each of the Under 12 to Under 14 age groups of Clubs operating Category 1 and 2 Academies (and for the avoidance of doubt teams from both Categories shall participate together in this games programme). The League will also organise a games programme for teams in the Under 15 age group of Clubs operating Category 1 Academies and of those Category 2 Academies wishing to participate.*

**140.** *The Football League will organise a games programme for teams in each of the Under 12 to Under 14 age groups of Clubs operating Category 3 Academies.*

<sup>5</sup> Reference is to the corresponding Article of the Regulations.



- 144.** *The League shall organise a games programme for teams consisting of Academy Players in the Under 16 age group of Clubs operating Category 1 Academies, and another for teams of Academy Players in these age groups of Clubs operating Category 2 Academies.*
- 149.** *The Football League shall organise a games programme for teams consisting of players in the Under 15 and Under 16 age groups of Clubs operating Category 3 Academies, to be played on a regional basis so that as far as reasonably possible no team has to travel more than two hours to an away match (save that longer travel times may be necessary in order that each Club can participate meaningfully in the games programme).*
- 151.** *Each Club which operates a Category 1, Category 2 or Category 3 Academy:*
- 151.1** *must participate fully in the Youth Development Phase Games Programme (save that participation in the Under 13 and Under 14 Premier League National Cups is voluntary); and*
- 151.2** *may organise and participate in additional Authorised Games of the types listed in paragraphs c), d), f), and g) of that definition only (which shall be notified to the League (in the case of a Club operating a Category 1 or Category 2 Academy) no later than 72 hours before they are scheduled to take place).*

Professional Development Phase Games Programme

- 154.** *The League will organise two games programmes, one for teams of Clubs operating Category 1 Academies and one for teams of Clubs operating Category 2 Academies.*
- 155.** *The Football League will organise a games programme for teams of Clubs operating Category 3 and Category 4 Academies, and following such consultation determine with those Clubs in its absolute discretion what games programme(s) should be developed for those Clubs, Rules relating to the games programme and (subject to Rule 156.3) how that games programme should be delivered.*
- 160.** *Each Club which operates an Academy:*
- 160.1** *must participate fully in the Professional Development Phase Games Programme.*

Remarks

Pursuant to Youth Development Rules 154 and 155 the League operates Premier League 2, the Professional Development League, the Under 18 Premier League and the Under 18 Professional Development League for those age groups and a games programme for Under 16 teams.

Compliance with the above Rules by participation in the stated Games Programmes (to the extent required by Article 18 of the Regulations) shall be deemed to be compliance with the UEFA criterion. Any Club operating a Category 4 Academy will need to demonstrate compliance with Article 18 in order to be deemed compliant with the UEFA criterion.

No.	UEFA Article	Grade	Description of UEFA Article
3.	19	1. A 2. B	Each Club must: 1. establish and apply a policy to ensure that all players eligible to play for its first squad undergo a yearly medical examination; and 2. establish and apply a policy to ensure that all players above the age of 12 undergo a yearly medical examination.

#### Premier League Rules

**O.22** *Each Club shall carry out medical examinations on all its Contract Players and Academy Players registered on Scholarship Agreements (as defined in the Youth Development Rules) in accordance with the requirements laid down in Appendix 4 and keep medical records that comply with General Medical Council requirements.*

#### Youth Development Rules

**209.** *Each Club which operates an Academy shall ensure that each of its Academy Players undergoes the following tests to measure physical and physiological fitness (in accordance with any guidance issued by the League from time to time):*

**209.1** *age-appropriate medical and physical screening ...*

#### Remarks

Compliance with Rules O.22 and 209.1 shall be deemed to be compliance with the UEFA criteria. Reference to Appendix 4 is to Appendix 4 of the Rules.

#### Documents

Confirmation signed by an Authorised Signatory of the Club as well as by the Club Doctor:

1. that the mandatory medical examinations as laid down by the League at Appendix 4 have been effectively performed on all registered Contract Players and Academy Players registered on Scholarship Agreements, and that should the Club qualify for UEFA Club Competition, prior to its start, any additional medical examinations contained in the UEFA Medical Regulations (2017 edition) will also be effectively performed;
2. that the medical records of all such Players comply with General Medical Council requirements; and
3. that each Academy Player in the U13 age group and above has undergone age-appropriate medical and physical screening.

The declaration must be submitted on or before 1 March 2021.

No.	UEFA Article	Grade	Description of UEFA Article
4.	22	B	At least the first team captain (or his replacement) and the first team head coach (or assistant head coach) must in the previous year have attended an event for refereeing matters.

#### Premier League Rules

**P.9** *All Managers are required to attend in person an annual pre-Season meeting organised by the League or the Professional Game Match Officials Limited and failure to do so without just cause shall be a breach of these Rules.*

**P.10** *Subject to Rule P.10A, by no later than 25 June in advance of each Season, each Club must notify the League of two dates (each of which shall be before the Club's first League Match of the Season) on which each of its Contract Players will be available for a meeting to be attended by the League and/or PGMOL. The League will then notify the Club as soon as possible thereafter on which of the two dates provided the meeting will take place. Failure to attend this meeting (in the case of a Contract Player) or to take reasonable steps to ensure the attendance of each of its Contract Players at this meeting (in the case of a Club), save in exceptional circumstances, shall be a breach of these Rules.*

**P.10A** *In respect of Season 2020/21, the deadline set out at Rule P.10 shall be amended to as to require each Club to notify the League of the two dates for its meetings with the League and PGMOL by no later than six weeks prior to the commencement of the Season.*

#### Remarks

Rules P.9, P.10 and P.10A go further than the UEFA Requirement set out in Article 22. Accordingly, compliance with them to the extent required by Article 22 shall be deemed to be compliance with the UEFA criterion. PGMO records will confirm attendance.

No.	UEFA Article	Grade	Description of UEFA Article
5.	23	B	Each club should establish a policy to tackle racism and discrimination in football

#### Premier League Rule

**J.4** *Each Club shall adopt and each Club, Manager, Official, Player and Academy Player shall observe, comply with and act in accordance with the Inclusion and Anti-Discrimination Policy set out in Appendix 2 to these Rules.*

#### Remarks

Compliance with Rule J.4 shall be deemed to be compliance with the UEFA criterion.

#### Documents

Anti-discrimination policy  
Evidence of holding and/or maintaining a Premier League Equality Standard

No.	UEFA Article	Grade	Description of UEFA Article
5A.	23bis	B	Each club should establish and apply measures, in line with any relevant UEFA guidelines, to protect, safeguard and ensure the welfare of young players and ensure they are in a safe environment when participating in activities organized by the club.

Premier League Rule

**S.2** *Each Club's policies and procedures for the safeguarding of Children and Adults at Risk shall:*

...

**S.2.2.** *meet the Premier League Safeguarding Standards; ...*

Remarks

Compliance with Rule S.2.2 shall be deemed to be compliance with the UEFA criterion.

Documents

Safeguarding policy

## INFRASTRUCTURE CRITERIA

No.	UEFA Article	Grade	Description of UEFA Article
6.	24	A	Availability of a Stadium for all home matches in UEFA Club competitions.

### Premier League Rules

**K.3** *Each Club shall either own its Stadium and training facilities or have a legally enforceable agreement with its owner for its use by the Club, expiring not earlier than the end of the current Season.*

**K.5** *Each Club shall register its Stadium with the Board and must play all matches in the competitions listed in Rule L.9 for which it is the Home Club at the Stadium. No Club shall remove to another Stadium (either on a permanent or temporary basis) without first obtaining the written consent of the Board, in accordance with Rule K.6 below.*

### Remarks

Compliance with Rule K.3 both at the time of application for a UEFA Club Licence and for its duration will be deemed to be compliance with the UEFA criterion as regards availability. In addition, compliance with Rule K.5 will be deemed to be compliance with the UEFA criterion as regards Stadium location.

The Stadium must also fulfil the minimum requirements defined in the UEFA Stadium Infrastructure Regulations and be classified under those Regulations at least as a UEFA category 2 stadium.

### Documents

Title deeds or agreement or a certified true copy thereof, or official copy of HM Land Registry entry, or (if applicable) agreement for the Club's use of the Stadium.

No.	UEFA Article	Grade	Description of UEFA Article
7.	25	A	Availability of training facilities throughout the year for all teams.

### Premier League Rule

*See Rule K.3 above.*

### Remarks

"Training facilities" means the venue(s) at which a club's registered players undertake football training and/or youth development activities on a regular basis.

Compliance with Rule K.3 both at the time of application for a UEFA Club Licence and for its duration will be deemed to be compliance with the UEFA criterion.

### Documents

Title deeds or agreement or a certified copy thereof, or official copy of HM Land Registry entry, or (if applicable) agreement for the Club's use of its training facilities.

No.	UEFA Article	Grade	Description of UEFA Article
8.	26	B	<b>Training facilities</b> – minimum infrastructure to include outdoor and indoor facilities, dressing rooms and a medical room.

#### Youth Development Rules

**301** *Each Club which operates an Academy shall ensure that:*

**301.1** *it provides as a minimum the facilities and accommodation set out in Rules 303 to 317; and*

**301.2** *if it operates a Category 1 Academy, such facilities and accommodation are available for the exclusive use of its Academy at all times when it requires access to them in order to comply with these Rules.*

#### Remarks

The required facilities and accommodation referred to in Youth Development Rule 301 are set out in Youth Development Rules 303 to 317 (not reproduced here due to its length). Such facilities will also be available for the first team during the course of the Season.

Compliance with the above Rule (to the extent required by Article 26 of the Regulations) shall be deemed to be compliance with the UEFA criterion. If a Club's first team train elsewhere than its registered Academy, it must have access to the facilities described above (i.e. as a minimum outdoor and indoor facilities, dressing rooms and a medical room).

## PERSONNEL AND ADMINISTRATIVE CRITERIA

### Employment of Officials

No.	UEFA Article	Grade	Description of UEFA Article
9.	27	A	<b>Club Secretariat:</b> <ul style="list-style-type: none"><li>• available office space</li><li>• appropriate communication (phone, fax, email and website)</li><li>• appropriate number of skilled secretarial staff</li></ul>

#### Premier League Rules

**J.1** ... each Club shall employ and provide written terms of reference to:

**J.1.1** an Official who shall be responsible for running the daily business of the Club with the support of a sufficient number of administrative staff in suitable and appropriately equipped offices, who can be contacted during normal office hours;

#### Remarks

Compliance with Rule J.1.1 will be deemed to be compliance with the UEFA criterion.

No.	UEFA Article	Grade	Description of UEFA Article
10.	28	A	<b>General manager:</b> Club must have a general manager responsible for running its operative matters.

#### Premier League Rules

**J.1** ... each Club shall employ and provide written terms of reference to:

**J.1.1** an Official who shall be responsible for running the daily business of the Club with the support of a sufficient number of administrative staff in suitable and appropriately equipped offices, who can be contacted during normal office hours;

#### Remarks

Compliance with Rule J.1.1 will be deemed to be compliance with the UEFA criterion.

#### Documents

- Employment contract
- Terms of reference/job description.

No.	UEFA Article	Grade	Description of UEFA Article
11.	29	A	<b>Finance officer:</b> Club must have a qualified finance officer who is responsible for its financial matters

Premier League Rule

**J.1** ... each Club shall employ and provide written terms of reference to:

**J.1.2** an Official who holds a nationally recognised qualification as an accountant or auditor, or who has sufficient experience to demonstrate his competence as such, who shall be responsible for the Club's finances; ...

Remarks

Compliance with Rule J.1.2 will be deemed to be compliance with the UEFA criterion. The qualification referred to in Rule J.1.2 is one recognised by the Consultative Committee of Accountancy Bodies, but pursuant to Article 29, can also include a finance officer diploma issued by an organisation recognised by the licensor

Documents

- Employment contract.
- Terms of reference/job description
- Evidence of qualification.

No.	UEFA Article	Grade	Description of UEFA Article
12.	33	A	<b>Security officer:</b> the Club must have a qualified security officer who is responsible for safety and security matters.

Premier League Rules

**K.1** Subject to Rule K.2, each Club shall hold a current safety certificate issued in accordance with the provisions of the Safety of Sports Grounds Act 1975.

**K.2** If a Club has a ground-sharing agreement it shall be a term thereof that either the Club or the other party to the agreement shall hold a current safety certificate.

Remarks

A Safety Officer is required by the Safety Certificate and the Green Guide (see paragraphs 3.11 - 3.12 of the Green Guide, which specifies the competence, status, authority, accountability and identification and communication requirements of the Safety Officer). Compliance therewith will be deemed to be compliance with the UEFA criterion.

Documents

- Employment contract
- Terms of reference/job description.



No.	UEFA Article	Grade	Description of UEFA Article
13.	30	A	<b>Media officer:</b> the Club must have a qualified media officer who is responsible for media matters.

Premier League Rules

**J.1** ... each Club shall employ and provide written terms of reference to:

**J.1.3** a press or media officer who holds a nationally recognised qualification in journalism or who has sufficient experience to demonstrate his competence as a press or media officer.

Remarks

Compliance with Rule J.1.3 will be deemed to be compliance with the UEFA criterion. At least three year's appropriate experience is necessary to fulfil the criterion in the absence of a nationally recognised qualification.

Documents

- Employment contract
- Terms of reference/job description
- Evidence of qualification.

No.	UEFA Article	Grade	Description of UEFA Article
14.	31	A	<b>Doctor:</b> the Club must have at least one doctor who is responsible for medical support during matches and training as well as for doping prevention.

Premier League Rules

**O.4** Each Club shall appoint at least one Team Doctor and at least one Medical Coordinator (who must be a doctor).

**O.5** Each doctor appointed by a Club whose responsibilities include giving medical treatment to Players must:

...

**O.5.3.** comply with the General Medical Council's requirements concerning annual appraisal, scope of practice, indemnity and revalidation of doctors.

**O.19** At every League Match:

**O.19.1** each participating Club shall procure the attendance of its Team Doctor [irrelevant text omitted]

Remarks

Compliance with Rules O.4 and O.5 as regards Team Doctors will be deemed to be compliance with the UEFA criterion.

Clubs shall register the name of their team doctors with the League who will publish them in its annual handbook.

### Documents

- Employment contract or contract of appointment
- Terms of reference/job description
- Confirmation of current General Medical Council licence to practise.

No.	UEFA Article	Grade	Description of UEFA Article
15.	32	A	<b>Physiotherapist:</b> the Club must have appointed at least one physiotherapist who is responsible for medical treatment and massages for the first squad during training and matches.

### Premier League Rules

**O.12** *Each Club shall employ a full time senior physiotherapist.*

**O.13** *The senior physiotherapist shall:*

**O.13.1** *be a registered physiotherapist member of the Health and Care Professions Council; and*

...

**O.19** *At every League Match:*

**O.19.2** *each participating Club shall procure the attendance of a physiotherapist or therapist [irrelevant text omitted].*

### Remarks

Compliance with Rules O.12, and O.13.1 will be deemed to be compliant with the UEFA criterion.

Clubs shall register the name of their physiotherapist with the League who will publish it in its annual handbook.

### Documents

- Employment contract
- Terms of reference/job description
- Evidence of qualification.

No.	UEFA Article	Grade	Description of UEFA Article
15A.	32bis	A	<b>Academy Doctor:</b> the Club must have appointed at least one doctor or physiotherapist recognised as such by the appropriate national health authorities who is responsible for the medical care of the youth teams

### Youth Development Rules

**99** *Each Club which operates an Academy shall appoint an Academy Doctor who shall:*

**99.1** *be a registered medical practitioner licensed to practise by the General Medical Council (and shall comply with the General Medical Council's requirements*

concerning annual appraisal, scope of practice, indemnity and revalidation of doctors);

Remarks

Compliance with Rules 99 and 99.1 will be deemed to be compliant with the UEFA criterion.

Documents

- Employment contract
- Terms of reference/job description
- Evidence of qualification.

No.	UEFA Article	Grade	Description of UEFA Article
16.	36	A	<b>Manager:</b> the Club must have appointed a qualified head coach who is responsible for football matters of the first squad. The manager must hold the highest available valid UEFA coaching licence or an equivalent valid non-UEFA qualification.

Premier League Rules

**P.4** Each Manager shall either:

**P.4.1** hold, or have commenced and be actively engaged on the requisite course to obtain, a valid UEFA Pro Licence; or

**P.4.2** hold the Football Association Coaching Diploma; or

**P.4.3** hold, or have commenced and be actively engaged on the requisite course to obtain, a valid diploma of a similar standard issued by another national association.

**P.7** The terms of a Manager's employment must be evidenced in a written contract, a copy of which must be submitted to the Board within seven days of its coming into full force and effect.

Remarks

Compliance with Rules P.4 and P.7 will be deemed compliant with the UEFA criterion.

Documents

- Employment contract
- Terms of reference/job description
- Evidence of qualification

No.	UEFA Article	Grade	Description of UEFA Article
17.	38	A	<b>Head of Youth Development Programme:</b> the Club must have appointed a head of the youth development programme responsible for running the daily business and the technical aspects of the youth sector. The head of youth development programme must hold the second-highest available valid UEFA coaching licence or an equivalent valid non-UEFA qualification.

## Youth Development Rules

- 52** *Each Club which operates an Academy shall employ a Full Time Academy Manager.*
- 55** *The responsibilities of the Academy Manager shall include (unless otherwise approved by the Board):*
- 55.1** *guiding the development of the Club's Playing Philosophy, Coaching Philosophy and Coaching Curriculum;*
  - 55.2** *drawing up the Academy Performance Plan as set out in, and subject to the provisions of, Rule 24;*
  - 55.3** *implementing the Academy Performance Plan;*
  - 55.4** *advising the Club Board on:*
    - 55.4.1** *whether the Academy has met the performance targets set out in the Academy Performance Plan; and*
    - 55.4.2** *the action to be taken by the Club if the Academy has not met those performance targets.*
  - 55.5** *ensuring the effective use by all appropriate Academy Staff of the Performance Management Application and Performance Clocks, including ensuring that all relevant data is recorded thereon;*
  - 55.6** *the design, implementation and management of the Academy's Coaching Curriculum;*
  - 55.7** *ensuring that all Academy Staff undertake the Continued Professional Development required of them by this section of the Rules;*
  - 55.8** *being the line manager of the Head of Education, Head of Coaching, and Head of Recruitment; and*
  - 55.9** *liaising with the Club's Manager as appropriate.*
- 56** *Subject to Rule 57, each Academy Manager must hold:*
- 62.1** *an up to date UEFA A Licence; and*
- 57** *A Club may appoint as Academy Manager a person who does not hold the qualifications set out in Rule 56 provided that the Head of Academy Coaching:*
- 57.1** *holds these qualifications;*
  - 57.2** *is tasked with overseeing the Coaching Programme; and*
  - 57.3** *is a member of the Academy Management Team and sits on the Technical Board.*

## Remarks

Compliance with the above Rules shall be deemed to be compliance with the UEFA criterion.

An Academy Manager or Head of Academy Coaching who does not hold the required UEFA A Licence will still be deemed compliant with the criterion if they hold a valid coaching diploma which is an equivalent and recognised by UEFA as such. In addition, an Academy Manager

who is undertaking the requisite course to obtain a UEFA A Licence at the time of application will also be deemed compliant.

The names and qualifications of Academy Managers and Heads of Academy Coaching are notified to the League as part of its monitoring of Academies.

#### Documents

- Employment contract
- Terms of reference/job description
- Evidence of qualification.

No.	UEFA Article	Grade	Description of UEFA Article
18.	39	A	<b>Youth Coaches</b> – the Club must have appointed a coach for each mandatory youth team [see no. 2 above / Article 18] responsible for all football matters in relation to that team. At least two youth team coaches must hold the second-highest available valid UEFA coaching licence or an equivalent valid non-UEFA qualification. The other youth coaches must hold the minimum qualification as defined by the UEFA member association.

#### Youth Development Rules

**67** *Each Club shall appoint one Full Time coach in each Development Phase and shall be the lead coach for that phase and be responsible for managing the delivery of coaching within it, and who shall:*

**67.1** *in respect of the Youth Development and Professional Development Phase, hold at least an up to date UEFA A Licence; and*

**67.2** *in respect of the Foundation Phase, hold at least an up to date UEFA B Licence*  
...

**74** *Each coach (excluding goalkeeping coaches to whom Rule 69 applies) must from the commencement of and throughout their employment hold:*

**74.1** *an up to date UEFA B Licence (save where these Rules require a coach to hold an up to date UEFA A licence)*

#### Remarks

Compliance with the above Rules shall be deemed to be compliance with the UEFA criterion. Any Club operating a Category 4 Academy will need to demonstrate compliance with Article 39 in order to be deemed compliant with the UEFA criterion.

A youth coach who does not hold the required UEFA A or B Licence will still be deemed compliant with the UEFA criterion if they hold: (a) a valid coaching diploma which is an equivalent and recognised by UEFA as such; or (b) a valid UEFA Elite Youth A Licence. In addition, a youth coach who is undertaking the requisite course to obtain a UEFA A or B Licence at the time of application will also be deemed compliant.

The names and qualifications of youth coaches are notified to the League as part of its monitoring of Academies.

### Documents

- Employment contracts
- Terms of reference/job description
- Evidence of qualification.

No.	UEFA Article	Grade	Description of UEFA Article
19.	34	A	<b>Stewarding:</b> the Club must have engaged qualified stewards to ensure safety and security at home matches.

### Premier League Rule

*Rules K.1 and K.2 above.*

### Remarks

Required by the Safety Certificate. Compliance therewith will be deemed to be compliance with the UEFA criterion. See also Chapter 4 of the Green Guide.

### Documents

- Safety Certificate.
- Written Contract with providing company if externally contracted for.

No.	UEFA Article	Grade	Description of UEFA Article
20.	37	A	<b>First Team Assistant Coach:</b> the Club must have appointed a qualified coach who assists the head coach in all football matters of the first squad. The first team assistant coach must hold the second-highest available valid UEFA coaching licence or an equivalent valid non-UEFA qualification.

### Premier League Rule

**P.13** *A Club which applies for a UEFA Club Licence must, in addition to employing a Manager, employ an individual (such as an assistant manager or head coach) to assist the Manager in all football matters relating to the first team.*

### Remarks

An assistant manager who does not hold a UEFA A Licence will still be deemed compliant with the criterion if they hold: (a) a valid coaching diploma which is an equivalent and recognised by UEFA as such; or (b) the FA Coaching Diploma. An assistant manager who is undertaking the requisite course to obtain a UEFA A Licence at the time of application will also be deemed compliant.

Clubs shall register the name of their assistant manager or head coach with the League who will publish them in its annual handbook.

### Documents

- Employment contracts
- Terms of reference/job description
- Evidence of qualification.

No.	UEFA Article	Grade	Description of UEFA Article
21.	35	B	<b>Supporter Liaison Officer:</b> the Club must have appointed a supporter liaison officer to act as the key contact point for supporters. They must regularly meet and collaborate with relevant club personnel on all related matters.

Premier League Rule

**J.1.** ... each Club shall employ and provide written terms of reference to:

...

**J.1.4.** one or more supporter liaison officer(s), whose roles and responsibilities are set out in Rule R.1.

**R.1** Each Club shall employ one or more appropriately senior Official(s) whose responsibilities shall include:

**R.1.1** the delivery of the Club's policies regarding its supporters; and

**R.1.2** ensuring that there is a regular point of contact within the Club for the Club's supporters; and

**R.1.3** liaising regularly with the Club's management (including on safety and security related issues as they affect supporters).

Remarks

Compliance with Rules J.1.4 and R.1 will be deemed to be compliance with the criterion.

Documents

- Employment contracts
- Terms of reference/job description
- Evidence of meeting / collaborating with relevant club personnel on all related matters.

No.	UEFA Article	Grade	Description of UEFA Article
21A.	35bis	B	<b>Disability Access Officer:</b> the Club must have appointed a disability access officer to support the provision of inclusive, accessible facilities and services. They must regularly meet and collaborate with relevant club personnel on all related matters.

Premier League Rule

**J.1.** ... each Club shall employ and provide written terms of reference to:

...

**J.1.5.** one or more disability access officer(s), whose roles and responsibilities are set out in Rule R.4.

**R.4.** Each Club shall employ one or more appropriately senior Official(s) whose responsibilities shall include:

**R.4.1** ensuring the provision by the Club of safe, inclusive, accessible facilities and services for disabled supporters; and

**R.4.2** liaising regularly with the Club's management (including on issues related to disability access).

Remarks

Compliance with Rules J.1.5 and R.4 will be deemed to be compliance with the criterion.

Documents

- Employment contracts
- Terms of reference/job description
- Evidence of meeting / collaborating with relevant club personnel on all related matters.

No.	UEFA Article	Grade	Description of UEFA Article
22.	41	B	Rights and duties of all staff members listed in nos. 10 to 21A

Premier League Rule

See Rules J.1 and P.7 above.

Remarks

To comply with the UEFA criterion, in addition to the employees listed in J.1 and P.7, Clubs must provide employment contracts or written statements of employment particulars (in accordance with sections 1-6 Employment Rights Act 1996) and job descriptions to the following:

- Safety Officer
- Senior Physiotherapist
- Head of Youth Development
- Youth Coaches
- First Team Assistant Coach
- Stewards (if they are employed by the Club).
- Team Doctor (if the doctor is not employed by the club, a written agreement with him/her specifying his/her rights and duties must be entered into)
- Academy Doctor
- Supporter Liaison Officer
- Disability Access Officer

If stewards are not employed by the Club because the Club contracts out stewarding, a copy of a written contract with the providing company must be submitted, which must specify the rights and duties of the stewards.

Documents

- Employment contracts or written statements of employment
- Terms of reference/job descriptions
- Written agreements concerning services to be provided by non-employed staff (e.g. team doctor, stewards)



No.	UEFA Article	Grade	Description of UEFA Article
23.	42.3	B	Duty to notify Significant Changes

Remarks

Clubs must undertake on form UL1 to notify the League of any changes in the personnel required by the Licensing Manual.

No.	UEFA Article	Grade	Description of UEFA Article
24.	42	B	<p>Duty during the Licensing Season to replace any vacancies in the following posts within 60 days:</p> <ul style="list-style-type: none"> <li>• General Manager</li> <li>• Finance Officer</li> <li>• Media Officer</li> <li>• Doctor (first team)</li> <li>• Doctor (academy)</li> <li>• Physiotherapist</li> <li>• Safety Officer</li> <li>• Stewards</li> <li>• Manager</li> <li>• First Team Assistant Coach</li> <li>• Academy Manager</li> <li>• Youth coaches</li> <li>• Supporter Liaison Officer</li> <li>• Disability Access Officer</li> </ul>

Remarks

It is accepted that notice periods are often longer than 60 days, and the criterion will not be deemed to be breached provided that an offer of employment is made within 60 days even if the offeree does not take up post until conclusion of their notice period with their current employer. If this is the case, a qualified member of staff should temporarily hold the position to be compliant with the criterion.

See the declarations to be given in Form UL1.

## LEGAL CRITERIA

No.	UEFA Article	Grade	Description of UEFA Article
25.	43	A	Declaration in respect of participation in UEFA Competitions

### Premier League Rule

**B.14** *Membership of the League shall constitute an agreement between the League and Club (both on its own behalf and on behalf of its Officials) and between each Club to be bound by and comply with:*

**B.14.1** *the Laws of the Game (and any protocols issued by the International Football Association Board);*

**B.14.2** *the Football Association Rules;*

**B.14.3** *the Articles;*

**B.14.4** *these Rules;*

**B.14.5** *the statutes and regulations of FIFA;*

**B.14.6** *the statutes and regulations of UEFA...*

**L.10** *Each Club shall enter the F.A. Cup*

**L.11** *Qualification for UEFA Club Competitions shall be on sporting merit through domestic competitions controlled or sanctioned by the Football Association ...*

### Remarks

Compliance with Rules B.14, L.10 and L.11 will be deemed to be compliance with the UEFA criterion.

Clubs must promptly inform the League about any significant change, event or condition of major economic importance. This means an event or condition that is considered material to the financial statements of the reporting entity and would require a different (adverse) presentation of the results of the operations, financial position and net assets of the reporting entity if it occurred during the preceding financial reporting period or interim period.

See also the declarations to be given in Form UL1.

No.	UEFA Article	Grade	Description of UEFA Article
26.	44	A	Legal Information

### Premier League Rule

**A.1.16** *“Authorized Signatory” means an Official of a Club duly authorised by a resolution of its board of directors to sign Forms either as required by these Rules or in connection with a Club’s application for a UEFA Club Licence, whose particulars shall have first been submitted to the Board in Form 1;*

**B.2** *Each member Club shall on request give to the League the address of its registered office and shall provide to the League certified true copies of:*

**B.2.1** *its certificate of incorporation; and*

**B.2.2** *its memorandum of association; and*

**B.2.3** *its articles of association; and*

**B.2.4** *any amendments to the above documents.*

Remarks

Compliance with Rule B.2 and the submission of Form UL1 will be deemed to be compliance with the UEFA criterion.

Documents

The documents referred to in Rule B.2 and Form UL1.

## FINANCIAL CRITERIA

No.	UEFA Article	Grade	Description of UEFA Article
27.	46, 46 bis, 47, and 47bis	A	Annual financial statements – audited

### Premier League Rule

- E.3** *Each Club shall by 1 March in each Season submit to the Board a copy of its Annual Accounts in respect of its most recent financial year or if the Club considers it appropriate or the Board so requests the Group Accounts of the Group of which it is a member (in either case such accounts to be prepared and audited in accordance with applicable legal and regulatory requirements) together with a copy of the directors' report for that year and a copy of the auditor's report on those accounts.*
- E.4** *The accounts referred to in Rule E.3 shall:*
- E.4.1** *include separate disclosure within the balance sheet or notes to the accounts, or by way of supplementary information separately reported on by its auditors by way of procedures specified by the Board, of the total sums payable and receivable in respect of Compensation Fees, Contingent Sums and Loan Fees;*
- E.4.2** *include a breakdown within the profit and loss account or the notes to the accounts, or by way of supplementary information separately reported on by its auditors by way of procedures specified by the Board, of revenue in appropriate categories such as gate receipts, sponsorship and advertising, broadcasting rights, commercial income and other income.*
- E.5** *If the auditors' report on the accounts submitted pursuant to Rule E.3 contains anything other than an unqualified opinion without modification, the Club shall at the Board's request submit such further documentary evidence as the Board shall require (including but not limited to Future Financial Information).*

### Remarks

Annual Accounts are to be prepared in accordance with applicable UK law and regulatory requirements including the Companies Acts, FRS/IFRS and the accounting principles set out in Annex VII of the Regulations (including approval on behalf of its Board including signature) and audited in accordance with auditing standards issued by the Auditing Practices Board. The auditor will be engaged by and report to the Club.

The further documentary evidence referred to in Rule E.5 shall, unless the Board agrees otherwise, be submitted by 31<sup>st</sup> March in the year of application.

The Club must also comply with the following:

1. The Club must by 1 March in each Season submit a group structure showing:
  - 1.1. all the companies in the group structure of which the Club is a member (up to and including the ultimate controlling entity) and their relationship with each other as at the date to which the accounts submitted pursuant to Rule E.3 are prepared.
  - 1.2. the disclosure of:
    - the ultimate controlling party of the Club;
    - the holders of a Significant Interest. This requirement is met by compliance with Rules G.1 and G.4 (disclosure of ultimate ownership to the League);

- any Person that either directly or indirectly is involved in or has the power to determine or influence (but not control) the management or administration of the Club;
- any Person (other than UEFA, the Football Association, the League or the Football League) that provides an amount equivalent to 30% or more of the turnover reported in the Annual Accounts or Group Accounts provided under Rule E.3; and
- any Club or club in respect of which those listed in this paragraph 1.2 or any of their key management personnel has any ownership interest, voting rights and/or any involvement or influence whatsoever in relation to the governance of its financial or operating policies.

1.3. the following in respect of each entity shown:

- name;
- legal form;
- main activity;
- percentage of ownership interest (and, if different, percentage of voting power held);

1.4. for each Subsidiary Undertaking of the Club the following as at the date to which the accounts submitted pursuant to Rule E.3 have been prepared:

- share capital;
- total assets;
- total revenue in the period covered by the accounts; and
- total equity.

1.5. any changes to the group structure since the date to which the accounts submitted pursuant to Rule E.3 have been prepared must also be provided;

1.6. evidence as having been approved by an Authorised Signatory and the date thereof;

1.7. clearly the Group for which Group Accounts have been provided pursuant to Rule E.3.

2. UEFA also require:

2.1 disclosure within the Annual Accounts or Group Accounts submitted pursuant to Rule E.3 of the matters included within the minimum disclosure requirements set out at Annex VI of the Regulations (together with comparative figures in respect of the prior reporting period) save for certain detailed disclosures concerning payments to Intermediaries as these are met by the disclosures made by Clubs under The FA Regulations on Working with Intermediaries;

2.2 in respect of the Annual Accounts or Group Accounts submitted pursuant to Rule E.3 if the minimum requirements set out in this Manual for the content and application of accounting principles are not met, then supplementary information in order to meet such minimum requirements must be submitted with the Annual Accounts. The supplementary information is to be separately reported on by auditors by way of agreed upon procedures consistent with International Standard on Related Services (ISRS) 4400;

2.3 that the Annual Accounts or Group Accounts submitted pursuant to Rule E.3 must include the following activities:

- (i) amounts payable to employees as defined at No.29 below "Payables Overdue", Remark (a);

- (ii) amounts payable in relation to transfer activities including the payment of a Compensation Fee, Contingent Sum, Loan Fee and, where applicable, any training compensation due pursuant to Article 20 of the FIFA Regulations on the Status and Transfer of Players, or any solidarity mechanism due under Article 21 of those Regulations;
- (iii) ticketing, sponsorship and advertising, broadcasting, merchandising and hospitality, club operations (e.g. administration, matchday activities, travel, scouting etc), financing, use and management of the stadium and training facilities, women's football and youth development.

The exclusion of any of 2.3 (i) to (iii) must be explained in detail (and will only be accepted if the first instance body considers that such exclusion is reasonable). Clubs' attention is also drawn to those provisions of FA and League Rules concerning matters which must be recorded in Clubs' accounts and which are set out in paragraph 15.3 of this Manual.

2.4 that the Annual Accounts or Group Accounts to be provided pursuant to Rule E.3 must include:

- (i) the Club;
- (ii) any Subsidiary Undertaking of the Club;
- (iii) any entity within the group structure to be provided under 1. above that undertakes the activities listed at 2.3 (iii) above;
- (iv) any entity (within or outside of the group structure to be provided under 1. above) that undertakes the activities listed at 2.3 (i) and (ii) above.

A Parent Undertaking, Subsidiary Undertaking, Associated Undertaking or any other entity within the group structure provided under 1. above may be excluded from the Group Accounts only if it is immaterial in relation to that Group and it does not perform any of the activities listed at 2.3 (i) and (ii) above; or its activities are entirely unrelated to those activities listed at 2.3 (i),(ii) and (iii) above and/or the locations, assets or brand of the Club. The Club will be required to explain the reasons for any exclusion with reference to the foregoing (and will only be accepted if the first instance body considers that such exclusion is reasonable).

2.5 publication:

- (i) of the total amounts paid to Intermediaries in the last accounting period that is met by the disclosures made by Clubs under The FA Regulations on Working with Intermediaries; and
- (ii) of the Club's Annual Accounts or Group Accounts provided under Rule E.3 or key financial information thereof by the date of the meeting of the first instance body. Such publication to be either directly on the Club's website or by way of a reference on the Club's website (including full company name and number) to where such Annual Accounts or Group Accounts may be available to download from the Companies House website. Where key financial information from the Annual Accounts or Group Accounts is published on the Club's website, then such publication is to include the main headings from the profit and loss account/income statement and balance sheet (with comparative data), a confirmation that the results have been audited and where and by which date a copy of the Annual Accounts or Group Accounts will be available to download.

3. The Club must prepare a Player Identification Table, forward a copy to the League and make a copy available to its auditors. The Player Identification Table shall include the

following information in respect of all its Players whose registration was held by the Club at any time during the period covered by the accounts submitted pursuant to Rule E.3 and in respect of which acquisition costs have been incurred in the current or a previous reporting period:

- 3.1 Name and date of birth of each Player;
  - 3.2 Start and end date of a Player's current contract;
  - 3.3 Direct acquisition costs brought forward, incurred in the period and carried forward (\*);
  - 3.4 Accumulated amortisation brought forward and carried forward (\*);
  - 3.5 Expense/amortisation in the period (\*);
  - 3.6 Impairment costs in the period (\*);
  - 3.7 Disposals (cost and accumulated amortisation) (\*);
  - 3.8 Net book value at the period end (\*);
  - 3.9 Profit/(loss) recognised in the period from the disposal of a player's registration (\*).
  - 3.10 Any rights (eg percentage) to future Compensation Fees (eg sell on rights) held by a Club or club to which a Player was previously registered.
- (\*) figures to agree in total for all Players to those disclosed in the Annual Accounts submitted pursuant to Rule E.3.

Compliance with Rules E.3 and E.4 and the above additional requirements will be deemed to be compliance with the UEFA criterion save in the following cases:

1. The Licence shall be refused where the requirements of Remarks 1, 2 and 3 above are not met.
2. The auditors' report on the Annual Accounts has, in respect of going concern, either a material uncertainty or a qualified 'except for' opinion. In this case the Club's application for the UEFA Club Licence shall be refused unless further documentary evidence (not necessarily limited to Future Financial Information) is submitted which is accepted by the board of the Football Association as indicative of the Club's ability to continue as a going concern until at least the end of the Licence season.
3. The auditors' report on the Annual Accounts has in respect of a matter other than going concern an emphasis of matter, an other matter or a qualified 'except for' opinion. In this case the board of the Football Association shall consider the implications thereof and whether it warrants refusal of the Club's application for the UEFA Club Licence. The board of the Football Association or the Board may also require the Club to submit such further documentary evidence as it considers appropriate.
4. The auditors' report on the Club's Annual Accounts has a disclaimer of opinion, an adverse opinion or makes reference to an Event of Insolvency (as defined in Rule E.23) having occurred since 1 June 2020 to the Club or to any Parent Undertaking of it included within the Group Accounts. In such cases the Club's application for the UEFA Club Licence shall be refused.

#### Documents

Annual Accounts, Group Accounts, evidence of publication of Annual Accounts and/or Group Accounts, supplementary information (if not in the accounts), group structure diagram and Player Identification Table.

No.	UEFA Article	Grade	Description of UEFA Article
28.	48	A	Interim Accounts – Reviewed

#### Premier League Rule

**E.6** *If the Annual Accounts of a Club or Group Accounts submitted pursuant to Rule E.3 are prepared to a date prior to 30 November in the Season of submission, such Club or Group shall by the following 31 March submit to the Board interim accounts covering the period commencing from its accounting reference date and ending on a date between the following 30 November and 1 March.*

**E.7** *The interim accounts shall:*

**E.7.1** *comprise a balance sheet, a profit and loss account, a cash flow statement and relevant explanatory notes;*

**E.7.2** *be prepared in accordance with the accounting principles adopted in the preparation of the Club's Annual Accounts;*

**E.7.3** *be presented in a similar format to the Annual Accounts including as regards the matters set out in Rule E.4;*

**E.7.4** *include in the profit and loss account and cash flow statement comparative figures for the same period in the preceding year;*

**E.7.5** *include a balance sheet as of the end of the proceeding financial year;*

**E.7.6** *be approved in writing by the board of directors of the company to which they relate; and*

**E.7.7** *be reviewed or audited in accordance with applicable regulatory requirements.*

**E.8** *Rule E.5 shall apply to the interim accounts (with appropriate modification) if the auditors have issued anything other than an unqualified opinion without modification on them.*

#### Remarks

Rule E.7.2 shall not apply where the accounting principles and policies are to be changed in the subsequent Annual Accounts, in which case the new accounting principles and policies should be followed.

The interim accounts are to meet the minimum disclosure requirements of the Annual Accounts set out at Ser. No. 27 above save that a directors' report is not required. Additional line items or notes must be included in the interim accounts if their omission would make the interim accounts misleading.

If the interim accounts submitted pursuant to Rule E.7 do not meet the minimum requirements set out in this Manual in respect of content and application of accounting principles then supplementary information in order to meet such minimum requirements must be submitted with the interim accounts. The supplementary information is to be separately reported on by auditors consistent with the requirements of International Standard on Related Services (ISRS) 4400.

If interim accounts were not required to be prepared for the comparable period of the immediately preceding financial year then the comparative figures may refer to the figures from the Annual Accounts of the immediately preceding full financial year.



The current regulation governing the review of interim accounts by auditors is the International Standard on Review Engagements (ISRE) (UK and Ireland) 2410.

A copy of the auditors' report on the interim accounts must be submitted with the interim accounts.

Any further documentary evidence required under Rule E.8 shall, unless the Board agrees otherwise, be submitted by 31 March in the year of application.

Subject to the foregoing, compliance with Rules E.6 to E.8 will be deemed to be compliance with the UEFA criterion save that the paragraphs numbered 2 to 4 of the "Remarks" section of Ser. No. 27 concerning the auditors' report on the Annual Accounts shall apply, with appropriate modifications, in respect of the auditors' review of the interim accounts.

No.	UEFA Article	Grade	Description of UEFA Article
29.	49, 50 and 50bis	A	Payables overdue

#### Premier League

**E.9** *Each Club must by 7 April (or such later date as the Board shall specify) in each Season prove that, subject to Rule E.10:*

**E.9.1** *no Compensation Fee, Loan Fee or Contingent Sum payable pursuant to a Transfer Agreement entered into prior to the preceding 31 December; and*

**E.9.2** *no sum payable to or in respect of an employee in relation to services provided prior to the preceding 31 December (including PAYE and NIC)*

*is or was overdue as at the preceding 31 March.*

**E.10** *For the purpose of Rule E.9:*

**E.10.1** *"employee" means a Player, a Manager, any Official referred to in Rule J.1, an Academy Manager, a Team Doctor and a senior physiotherapist referred to in Rule O.12, an assistant manager or head coach referred to in Rule P.13 and a safety officer;*

**E.10.2** *an amount shall not be treated as overdue as at 31 March if by that date it has been paid or the date for payment has been extended by means of a written agreement with the creditor or it is the subject of current litigation or arbitration proceedings or has been submitted to a dispute resolution procedure of the League, the Football Association, UEFA or FIFA.*

#### Remarks

In relation to an application for the UEFA Club Licence:

- a) "employee" shall also include the Official or Officials employed pursuant to Rule J.1.4 and J.1.5 (supporter liaison and disability access officer), academy doctor and youth coaches;
- b) for the avoidance of doubt the terms "Compensation Fee", "Contingent Sum" and "Loan Fee" include, where applicable, any training compensation due pursuant to Article 20 of the FIFA Regulations on the Status and Transfer of Players, or any solidarity mechanism due under Article 21 of those Regulations and any joint and several liability decided by a competent authority for the termination of a contract by a player;

- c) any Contingent Sums to be considered under Rule E.9 are those that become payable upon the happening of a contingent event on or before 31 December 2020;
- d) for the purposes of assessment for the UEFA Club Licence, Image Contract Payments (defined at Rule A.1.96) should be considered as payables falling within Article 50 of the Regulations. Accordingly, for the purposes of assessing compliance with those Regulations and with the criteria set out in the Licensing Manual only, Rule E.9.2 shall be read as if they were included therein; and
- e) in respect of training compensation due pursuant to Article 20 of the FIFA Regulations on the Status and Transfer of Players, or any solidarity mechanism due under Article 21 of those Regulations an amount shall not be deemed to be overdue where a Club is able to demonstrate to the reasonable satisfaction of the first instance body that it has taken all reasonable measures to identify and pay a creditor club.

Compliance with Rule E.9 and the Remarks above will be deemed to be in compliance with the UEFA criteria.

The required proof will be established as follows:

- 1) in relation to domestic transfers, by reference to the clearing house system operated under Rule V.29;
- 2) in relation to international transfers and transfers from clubs which are not in membership of the League or the Football League, by reference to the comparable system operated under Rule V.35 and Football Association rule C1.7.5;
- 3) in relation to any dispute between a Club and a Player, by reference to the procedure set out in Rule T.31 or to any arbitration of the description referred to in Rule X.3, and by enquiry of the Professional Footballers' Association;
- 4) in relation to any dispute between a Club and a Manager, by reference to any arbitration under Rule Y.1 et seq, and by enquiry of the League Managers' Association;
- 5) in relation to employees other than Players and Managers, by the submission and assessment of Form UL3. Certain employees and/or former employees listed thereon will be selected on a sampling basis and the Club will be asked to provide a written statement from the selected individuals confirming whether or not all sums due to them from the Club have been paid on the agreed date. Copies of any documentation in support of the application of Rule E.10.2, if applicable, should be submitted for consideration;
- 6) in relation to "pay as you earn" tax and national insurance contributions arising from contractual agreements with employees (as defined in Rule E.10.1), the submission to the League of Form UL3 (together with supporting documentation) or Form UL4;
- 7) by the statement to this effect in Form UL3;
- 8) by the Compensation Fee Analysis referred to below.

Each Club must provide an analysis by player ("the Compensation Fee Analysis") of the total sums payable in respect of Compensation Fees, accrued Contingent Sums and Loan Fees (see Remark (b) above) as at 31 March 2021 in relation to contracts entered into prior to 31 December 2020 reconciled to the amount disclosed in the balance sheet or notes to the interim accounts together with the amounts that remain outstanding at the following 31 March in relation to such sums. The analysis is to include all new player registrations (including Temporary Transfers, but excluding players returning to a Club from a Temporary Transfer) in the twelve month period to 31 December 2020, player name and date of birth, any amount payable to a Club or club (even if the creditor club has not requested payment) at 31 March 2021, any contingent amounts not yet crystallised at the date of the interim accounts, the name

of the player to which it relates and highlight any amounts that are overdue, in dispute or subject to proceedings set out in Rule E.10.2 at the date of the interim accounts and/or 31 March 2021. Supporting documentation should be provided in respect of any amounts highlighted as overdue or in dispute. The Compensation Fee Analysis is to be evidenced as having been approved by an Authorised Signatory.

With regard to a debt that is the subject of litigation or dispute resolution procedures as set out in Rule E.10.2, any such debt shall nevertheless be deemed to be overdue if:

- a) any claim brought by the Club in respect of it has, in the reasonable opinion of the first instance body (having taken account of any representations from the Board), been brought for the sole purpose of avoiding payment by 31 March;
- b) any defence of the Club to a claim brought against it by a creditor in respect of such a debt is, in the reasonable opinion of the first instance body (having taken account of any representations from the Board), manifestly unfounded.

#### Documents

- The Compensation Fee Analysis as described above.
- Form UL1.
- Form UL3.
- Written statements from employees as described in point 6 above: as noted, such employees will be selected on a sampling basis
- Documentation in support of the application of Rule E.10.2, if applicable, as described in point 6 above
- Form UL4 (if utilised)

Form UL1 and Form UL3 must be signed by an Authorised Signatory. Statements on these forms, if false, will render him and his Club liable to disciplinary proceedings pursuant to Rule J.7 which states as follows:

**J.7** *Any Club, Authorised Signatory or other Official making a false statement (whether made verbally or in writing) in or in connection with an application for a UEFA Club Licence or falsifying a document produced in support of or in connection with such an application shall be in breach of these Rules and shall be liable to be dealt with in accordance with the provisions of Section W of these Rules (Disciplinary).*

If Form UL4 is utilised, the auditors will be engaged by and report to the Club. The assessment procedures undertaken by the auditors are to be consistent with those set out in International Standard Related Services (ISRS) 4400.

No.	UEFA Article	Grade	Description of UEFA Article
30.	51	A	Written Representations Prior to Licensing Decision

#### Remarks

Immediately prior to the determination of the Club's application for the UEFA Licence, the Club is required to submit written representations stating whether any events or conditions of major adverse economic importance have occurred. Accordingly, each Club must submit Form UL5 to the League no earlier than 7 days prior to the meeting at which the first instance body will determine its application. As the date of the first instance body meeting will change from year

to year, Clubs will be advised of the date of the meeting, and the resultant date by which they must submit Form UL5, each year.

Submission of Form UL5 at the required time shall be deemed to be in compliance with the UEFA criterion, unless:

- a) in the first instance body's opinion (having taken account of any representations from the Board) any matters disclosed within it (when considered in conjunction with the other financial information submitted by the Club) are indicative that the Club may not be able to continue as a going concern until at least the end of the Licence season; or
- b) the Club or any Parent Undertaking of it included within the Group Accounts is or has been the subject of an Event of Insolvency (as defined in Rule E.23) since 1 June 2020

In such case, the UEFA Club Licence shall be refused.

#### Documents

Form UL5

No.	UEFA Article	Grade	Description of UEFA Article
31.	52	A/B <sup>6</sup>	Future Financial Information

#### Premier League Rule

**E.11** ... By 31 March in each Season, each Club shall submit to the Board in respect of itself (or if the Club considers it appropriate or the Board so requests in respect of the Group of which it is a member) future financial information comprising projected profit and loss accounts, cash flow, balance sheets and relevant explanatory notes commencing from its accounting reference date or, if it has submitted interim accounts pursuant to Rule E.6, from the date to which those interim accounts were prepared and expiring on the next accounting reference date after the end of the following Season ("Future Financial Information"). The projected profit and loss accounts, cash flow and balance sheets shall be prepared at a maximum of quarterly intervals.

**E.12** The Future Financial Information shall:

**E.12.1** be prepared in accordance with the accounting principles adopted in the preparation of the Club's Annual Accounts (except where the accounting principles and policies are to be changed in the subsequent Annual Accounts, in which case the new accounting principles and policies should be followed);

**E.12.2** be approved in writing by the board of directors of the company to which they relate;

**E.12.3** include in the explanatory notes thereto principle assumptions and risks; and

**E.12.4** include for comparison profit and loss accounts for the period covered by the Annual Accounts and interim accounts submitted pursuant to Rules E.3 and E.6, a forecast for the current financial year and a balance sheet as at the date of the interim accounts submitted pursuant to Rule E.6.

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<sup>6</sup> See remarks relating to this section

## Remarks

In relation to an application for a UEFA Club Licence:

- (a) the projected cash flow to be submitted pursuant to Rule E.11 is to include comparative figures for the periods covered by the Annual Accounts and interim accounts submitted pursuant to Rules E.3 and E.6;
- (b) the content of the Future Financial Information shall be consistent with the disclosure requirements and accounting principles set out in this Manual for the annual and interim accounts submitted pursuant to Rules E.3 and E.6. Additional line items or notes must be included if they provide clarification or if their omission would make the Future Financial Information misleading.

Failure to submit Future Financial Information shall not lead to refusal of a Club's UEFA Club Licence Application unless the following applies.

If the auditor's report on the Annual Accounts or interim accounts submitted by a Club includes in respect of going concern a material uncertainty or a qualified opinion or conclusion, or the annual or interim accounts disclose higher net liabilities than at the previous accounting reference date:

- (a) Future Financial Information must be submitted and will be subject to assessment to include the following minimum checks:
  - i) compliance with Rules E.11 and E.12
  - ii) mathematical accuracy;
  - iii) through discussion with the Club's management and review of the Future Financial Information, determination whether the Future Financial Information has been prepared using disclosed assumptions and risks; and
  - iv) the opening balances contained within the Future Financial Information are consistent with the balance sheet in the immediately preceding Annual Accounts or interim accounts;
  - v) if applicable, consideration of any other documentation that supports or otherwise relates to the Future Financial Information.
- (b) Failure to submit Future Financial Information or if the assessment of it is indicative (in the absolute discretion of the Board and/or the first instance body as required) that the Club will not be able to meet its financial commitments as they fall due and continue as a going concern until the end of the licence season will result in the UEFA Club Licence being refused.

In all other circumstances failure to submit Future Financial Information shall not lead to refusal of the UEFA Club Licence. However, Clubs' attention is drawn to the fact that, separately from the licensing process, they are required to submit Future Financial Information pursuant to Rule E.11, and failure to do so shall be dealt with under Section W as a breach of Premier League Rules, and may also be taken into account by the Board under Rule E.14 (see in particular Rule E.14.3).

A Club may be requested to provide a letter of comfort in a form acceptable to the Board in support of its Future Financial Information.

THE FOOTBALL ASSOCIATION LICENSING MANUAL  
FOR UEFA CLUB COMPETITIONS  
APPLICATION FOR UEFA CLUB LICENCE

To: The League  
The Premier League

Full company name ("the Club"): .....

Company number: .....

hereby applies for a UEFA Club Licence for Season 2021/2022.

It is hereby certified that the Club has complied and will continue to comply with the rules of the Premier League and the UEFA criteria referred to in the Licensing Manual and confirms that:

- (1) the Club acknowledges and agrees to be bound by and to comply with (both on its own behalf and on behalf of all companies, organisations or entities within its Group (as defined in the Licensing Manual) the provisions and conditions of the Licensing Manual and the UEFA Club Licensing and Financial Fair Play Regulations (Edition 2018);
- (2) the documents which are or have previously been submitted in support of the application are complete and correct as of the date of this application;
- (3) the Club authorises the League, the FA's UEFA Club Licensing Committee and UEFA to examine all relevant documents and agrees to provide to those bodies all documents and/or information relevant to the issue of a UEFA Club Licence and the monitoring requirements of the UEFA Club Licensing and Financial Fair Play Regulations (Edition 2018);
- (4) the Club undertakes to promptly inform the League about any significant change, event, or condition of major economic importance (as defined in no. 25, at p.34 of the Licensing Manual);
- (5) the Club undertakes to notify the League of any change of personnel in the positions listed below within 21 days of such change and to ensure that if vacancies in such positions arise, it will as soon as reasonably practicable and in any event within 60 days of the vacancy arising recruit personnel suitably qualified in accordance with the requirements of the Licensing Manual to fill such vacancies:

- General Manager (Rule J.1.1)
  - Finance Officer (Rule J.1.2)
  - Safety Officer
  - Media officer (Rule J.1.3)
  - First team doctor (Rule O.4)
  - Senior physiotherapist (Rule O.12)
  - Academy doctor (Youth Development Rule 99)
  - Manager (Rule P.4)
  - First team assistant coach (Rule P.13)
  - Academy Manager – (Youth Development Rule 52)
  - Youth coaches
  - Supporter liaison officer (Rule J.1.4)
  - Disability access officer (Rule J.1.5)
- (6) the Club acknowledges that UEFA reserves the right to execute compliance audits (in the presence of the Football Association and the League) in order to review the UEFA licensing application procedure;
- (7) the Club undertakes to recognise the Court of Arbitration for Sport in Lausanne, Switzerland as the sole competent body to decide on sports related disputes between it and UEFA;
- (8) the Club undertakes to compete in season 2021/2022 in any UEFA Club Competitions for which it qualifies (subject to the grant of a UEFA Club Licence);
- (9) without prejudice to the general confirmation given above that the Club has complied with and will continue to comply with the Rules of the League, the Club confirms that no Event of Insolvency (as defined in League Rule E.23) has occurred, and that upon an Event of Insolvency happening, it will forthwith give written notice to the Board of the League in accordance with League Rule E.24;
- (10) the Group Accounts provided pursuant to Rule E.3 incorporate the revenue and costs on the items and activities listed in paragraph 2.3 of the remarks in serial number 27. **(NOTE: if this is not the case in respect of any such activities, a detailed explanation should be provided and their exclusion will only be accepted if the first instance body consider such exclusion reasonable);** and
- (11) the Group Accounts provided pursuant to Rule E.3 meet the requirements of paragraph 2.4 of the remarks in serial number 27. **(NOTE: if this is not the case then a detailed explanation should be provided and any exclusion must be justified to the first instance body with reference to paragraph 2.4 of the remarks in serial number 27).**

#### Declaration

In consideration of the Football Association and/or the League processing this application, I confirm on behalf of the Club that:

- (12) the Club hereby forever releases and discharges any actions, claims, liabilities, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the Club or to the law including but not limited to claims arising from rights acquired from third parties, and whether in law or equity, that it, its parent, subsidiaries, assigns, transferees, representatives, principals, agents, officers and directors or any of them ever had, may have or hereafter can, shall or may have against the Football Association and/or the League or any other of its present and former parent, subsidiaries, assigns, transferees, representatives, principals, agents, officers or directors arising out of or connected with the administration in good faith of the

licensing process, together with any decision made by the Football Association (or any committee, tribunal or panel convened under the Football Association Rules, the Rules or this Licensing Manual) concerning the granting, refusal or withdrawal of any UEFA Club Licence of any Club and for any work undertaken by the Football Association and/or League in connection with "Part III UEFA Club Monitoring" of the UEFA Club Licensing and Financial Fair Play Regulations (Edition 2018) that may have applied from time to time;

- (13) the confirmations provided in this form are true to the best of my knowledge and belief.
- (14) I have read paragraph 13.1 of the Licensing Manual and acknowledge and agree that, except in cases where by law liability cannot be excluded or limited, neither the Football Association nor the League shall attract or incur any liability whatsoever including for any loss of profit, goodwill or anticipated savings, or for any special, indirect or consequential loss or damages of whatsoever kind whether in contract, tort (including negligence) howsoever arising in connection with the administration in good faith of the licensing process, nor in respect of any work undertaken by the Football Association and/or the League in connection with "Part III UEFA Club Monitoring" of the UEFA Club Licensing and Financial Fair Play Regulations (Edition 2018);
- (15) the Club shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, the Football Association and its affiliates, and the League, and each of their respective officers, directors, employees, agents, representatives and sub-contractors, on demand, from and against any and all losses, damages, judgments, liabilities, penalties, claims, suits, expenses (including without limitation legal expenses) and costs arising out of, related to, or in connection with the provision and/or submission of incorrect, false and/or incomplete documents or information to the Football Association or the League as part of the application for the grant of a UEFA Club Licence and/or a failure by the Club to immediately correct, amend or update any documents or information previously provided to the Football Association or the League as part of the application process;
- (16) insofar as is reasonably practicable, the indemnity referred to at paragraph 15, above, shall be made prior to a loss or expense being incurred, so that The Football Association or the League (as applicable) does not have to make payment itself and then seek reimbursement from the Club under that indemnity; and
- (17) the indemnity granted pursuant to paragraph 15, above, shall survive the withdrawal or expiry of the relevant UEFA Club Licence.

Signed . . . . .

Authorised Signatory

Position . . . . .

Date . . . . .



THE FOOTBALL ASSOCIATION LICENSING MANUAL

FOR UEFA CLUB COMPETITIONS

APPEAL AGAINST REFUSAL/WITHDRAWAL OF A UEFA CLUB LICENCE

To: The League  
The Premier League

..... Limited, company number .....\* (“the Club”) hereby appeals to Sports Dispute Resolution Panel Limited against the decision of The Football Association made on [date] to [refuse the Club’s application for a] or [withdraw the Club’s] \* \* UEFA Club Licence.

*\* insert full company name and number*

*\* \* delete as appropriate*

The Club’s grounds of appeal are:

Signed .....

Authorised Signatory

Position .....

Date .....

THE FOOTBALL ASSOCIATION LICENSING MANUAL  
FOR UEFA CLUB COMPETITIONS

CONFIRMATION OF PAYMENT OR DEFERRED PAYMENT TO EMPLOYEES AND OF  
PAYROLL TAXES

1: CONFIRMATION OF PAYMENT OR DEFERRED PAYMENT TO EMPLOYEES

During the calendar year 2020, the following were employees (as defined by Rule E.10.1, excluding Players and Managers) and the sums overdue (if any) are shown in the column headed "Total Amount Payable at 31 March 2021 in respect of services provided prior to 31 December 2020.

Employee Name	Dated started if within the year	Date terminated if within the year	Total Amount Payable at 31 March 2021 in respect of services provided prior to 31 December 2020	Due date	Please attach full explanations as to why a payable is overdue, stating whether it has been deferred by agreement or is subject to litigation or any other dispute resolution procedure
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Chief Executive Officer/General Manager					
1					
2					

Academy Manager					
1					
2					

Team Doctor					
1					
2					

Senior Physiotherapist					
1					
2					

Academy Doctor					
1					
2					

Press/Media Officer					
1					
2					

Safety Officer					
1					
2					

Supporter Liaison Officer					
1					
2					

Assistant Manager/Head Coach of first squad					
1					
2					

Finance Officer					
1					
2					

Youth Coaches (Note 4)					
1					
2					

Disability Access Officer					
1					
2					

**2: PAYE & NIC IN RESPECT OF ALL EMPLOYEES**

Amount payable at 31 December 2020 subsequently paid (Note 1)  
Amount payable at 31 December 2020 still outstanding  
Amount subject to a payment agreement with HMRC (Note 2)  
Amount in dispute and not reported as overdue (Note 3)


The Club confirms that the information declared on this Form is complete and correct and that:

- (a) all Compensation Fees, Loan Fees and Contingent Sums (which have become due and payable); and
  - (b) all sums payable to or in respect of employees (as defined in Rule E.10.1, Official or Officials employed pursuant to Rules J.1.4 and J.1.5 (supporter liaison officer and disability access officer), and youth coaches) including PAYE and NIC; and
  - (c) all Image Contract Payments paid pursuant to Image Contracts whose beneficiaries are Players;
- have been paid on their due dates save for those to which Rule E.10.2 applies.

Further details of any Compensation Fees, Loan Fees and Contingent Sums to which Rule E.10.2 applies and of any such Image Contract Payments payable on or before 31 December 2020 which were made unpaid as at 31 March 2021 are enclosed.

This confirmation is given on the basis of enquiries of management and staff with relevant knowledge and experience and of inspection of supporting documentation sufficient to satisfy myself that I can properly give this confirmation to you.

Note 1:  
Proof of payment is attached hereto together with a reconciliation to the Club's interim accounts for the period ..... 2020 submitted in accordance with the Rules of the Premier League. Alternatively Form UL4 signed by the Club's auditors is attached.

Note 2:  
PAYE and NI contributions due as at 31 December 2020 are payable over a period of time in accordance with an agreement to that effect between the Club and HM Revenue and Customs written confirmation of which is attached hereto.

Note 3:  
Full details of disputed amount attached.

Note 4:  
The names of all youth coaches are NOT required. Enter the names and details of any youth coaches for which there is an amount overdue at 31 March 2021 in respect of services provided to 31 December 2020 and provide the details requested. If no such amounts are overdue at 31 March 2021 for any of the youth coaches then "Nil" should be entered.

Signed .....  
Authorised Signatory:

Position .....  
Date:

THE FOOTBALL ASSOCIATION LICENSING MANUAL  
FOR UEFA CLUB COMPETITIONS

AUDITORS' CONFIRMATION OF PAYMENT OR  
DEFERRED PAYMENT OF PAYROLL TAXES

**Report of [ name of Auditors] to.....Football Club (“the Club”)**

Further to the requirements of Rule E.9.2 of the Premier League Rules and financial criteria set out in the Licensing Manual, we have been engaged by the Club under the terms of our engagement letter dated [date] for the purposes of supplying the following report. Our responsibility, under the terms of our engagement letter, is to form an opinion, on the basis of the work performed, and report our opinion to the Club.

Our report has been prepared for the Club solely in connection with its application for a UEFA Club Licence. It has been released to the Club and for information purposes only to the Premier League and the Football Association on the basis that our report shall not be copied, referred to or disclosed, in whole or in part, without our prior written consent, save for the Club's or the Premier League's or the Football Association's own internal purposes.

Our report was designed to meet the agreed requirements of the Club determined by the Club's needs at the time. Our report should not therefore be regarded as suitable to be used or relied on by any party other than the Club wishing to acquire rights against us for any purpose or in any context. Any party other than the Club which obtains access to our report or a copy and chooses to rely on our report (or any part of it) will do so at its own risk. To the fullest extent permitted by law, we will accept no responsibility or liability in respect of our report to any other party (including without limitation the Premier League and the Football Association).

In this report, “Assessment Date” means [*enter date, to be no earlier than 31 December 2020*]

**Basis of Opinion**

Our work consisted of the following procedures:

- agreeing the recorded balance of payroll taxes, being PAYE and NIC as at the Assessment Date to the payroll records of the Club;

- obtaining representations from the directors of the Club that either:
  - (a) the balance as at the Assessment Date has been fully paid as of the date of our examination; or
  - (b) an agreement has been reached for payment on deferred terms;
- examination of the bank statements, in support of the representations under (a) above; or
- examination of documents, including agreements with the taxation authorities, in support of representations under (b) above.

Our work was restricted to the procedures set out above and was not directed to the discovery of errors or misstatements which we consider to be immaterial. The procedures we performed did not constitute a review or an audit of any kind.

We do not accept any responsibility for any reports previously given on any financial information used in the preparation of this report (including any audit reports on the financial statements or tax advice provided) beyond that owed to those to whom those reports were addressed by us at the dates of their issue. This provision shall also apply to any reports (including audit reports and tax advice) issued in future.

## **Opinion**

Based solely on the work outlined above, in our opinion:

[either\*]

All the recorded payroll taxes, being PAYE and NIC, outstanding at the Assessment Date have according to the accounting records of the Club since that date been paid in full.

[or\*]

All the recorded payroll taxes, being PAYE and NIC, outstanding at the Assessment Date are in the course of payment under an agreement reached with the tax authorities. A copy of the agreement letter is attached.

\*delete as appropriate

THE FOOTBALL ASSOCIATION LICENSING MANUAL  
FOR UEFA CLUB COMPETITIONS

WRITTEN REPRESENTATIONS PRIOR TO LICENSING DECISION

To: The League, the Premier League

Full company name ("the Club"): .....

Company number: .....

In connection with the Club's application for a UEFA Club Licence for Season 2021/2022, since [the accounting reference date of the Club's last Annual Accounts submitted pursuant to Rule E.3 or the date to which the Club's last interim accounts submitted pursuant to Rule E.6 were prepared<sup>1</sup>], this letter confirms that:

[<sup>1</sup> *Delete as appropriate according to whether interim accounts were submitted*]

- (1) the Club does not have fixed term borrowing approaching maturity in respect of which it has no realistic prospect of renewal or repayment, the non-renewal or non-repayment of which would be material to whether the Club can continue as a going concern;
- (2) there have not been any indications of withdrawal of financial support by any of the Club's material lenders;
- (3) the Club is not in breach of any major covenant in any of its finance agreements which may lead to the withdrawal of its loan facilities;
- (4) fraud or errors that may materially affect the accuracy of the financial statements referred to above have not come to the Club's attention;
- (5) there are not any outstanding judgments against the Club, passed by a court of law or recognised dispute resolution body since the date referred to above, which the Club is unable to pay;
- (6) no Event of Insolvency (as defined in Premier League Rule E.23) has occurred to the Club or any Parent Undertaking included in the Group Accounts submitted pursuant to Rule E.3 since 1 June 2020; and
- (7) all documents submitted by the Club in support of its application for a UEFA Club Licence are complete and correct and there have been no significant changes to the information or explanations previously provided. **[NOTE: alternatively if there have been any such changes, please provide full details]**

*If the Club is unable to give any of the above confirmations, full details must be given below, including a description of the relevant circumstance and an estimate of its financial effect or, if applicable, reasons why such an estimate cannot be given. Continue separately if necessary.*

I confirm that the above information is true to the best of my information and belief.

Signed .....  
Authorised Signatory

Position .....

Date .....