

THE FOOTBALL ASSOCIATION

# CLUB LICENSING MANUAL

FOR PARTICIPATION IN UEFA CLUB COMPETITIONS

For applications made during season ~~2022/23~~2023/24  
(in respect of UEFA Club Competitions to be played in season  
~~2023/24~~2024/25)

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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 ~~598~~ to ~~665~~;

1.1.3 “**Academy Player**” means a male player (other than an Amateur Player, Non-Contract Player (in The Football League) 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 ~~1786~~ to ~~1853~~); and

b) has entered into a written contract of employment in Form ~~145~~ 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 Sustainability Regulations (Edition 20232) 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**” means an Official of a Club duly authorised by a resolution of its board of directors to sign Forms either as required by the Rules or in connection with a Club’s application for a UEFA Club Licence, whose particulars shall have been submitted to the Board in Form 1~~has the meaning set out under Rule A.1.271;~~
- 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 Football Association rule A3.1 to A3.3 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 “**Control**” means the power to conduct the activities of an entity and to direct its financial, operating or sporting policies which affect returns, by means of share ownership, voting power, constitutional documents (statutes), agreement, or otherwise. Examples of control include a party:
- a) holding a majority of the shareholders’ or members’ voting rights;
  - b) having the right to appoint or remove a majority of the members charged with the governance of an entity (e.g. any administrative, management or supervisory bodies of an entity);

c) being a minority shareholder or a member of the entity and alone, pursuant to an agreement entered into with other shareholders or members of the entity or by any other means, being able to exercise control (including as defined under (a) or (b))

~~1.1.15.1~~ of a Person to exercise, or to be able to exercise or acquire, direct or indirect control over the policies, affairs and/or management of a Club, whether that power is constituted by rights or contracts (either separately or in combination) and having regard to the considerations of fact or law involved, and, without prejudice to the generality of the foregoing, Control shall be deemed to include:

~~1.1.16~~

~~1.1.17~~ the power (whether directly or indirectly and whether by the ownership of share capital, by the possession of voting power, by contract or otherwise including without limitation by way of membership of any Concert Party) to appoint and/or remove all or such of the members of the board of directors of the Club as are able to cast a majority of the votes capable of being cast by the members of that board; and/or

~~1.1.18~~

~~1.1.19~~ the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, Shares in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation by way of membership of any Concert Party) which confer in aggregate on the holder(s) thereof 30~~25~~% or more of the total voting rights exercisable at general meetings of the Club. For the purposes of the above, any rights or powers of a Nominee for any Person or of an Associate of any Person shall be attributed to that Person and any rights

~~1.1.20~~ 1.1.17 **“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;

~~1.1.21~~ 1.1.18 **“FIFA”** means the Federation Internationale de Football Association;

~~1.1.22~~ 1.1.19 **“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;

~~1.1.23~~ 1.1.20 **“the Football Association”** means The Football Association Limited;

~~1.1.24~~ 1.1.21 **“the Football Association Rules”** means the rules and regulations for the time being of the Football Association;

~~1.1.25~~ 1.1.22 **“the Football League”** means The Football League Limited;

~~1.1.26~~ 1.1.23 **“Form”** means the appropriate form or substantially the same form as that prescribed in the Rules;

~~1.1.27~~ 1.1.24 **“Future Financial Information”** has the meaning set out in Rule E.11;

~~1.1.28~~ 1.1.25 **“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;

- 4.1.291.1.26 **“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;
- 4.1.301.1.27 **“Group Undertaking”** has the meaning set out in section 1161(5) of the Act;
- 4.1.341.1.28 **“the League”** means the Football Association Premier League Limited;
- 4.1.321.1.29 **“League Match”** means a match played under the jurisdiction of the League;
- 4.1.331.1.30 **“Licensing Manual”** means this manual;
- 4.1.341.1.31 **“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 940.8 and lasts until the same deadline the following year;
- 4.1.351.1.32 **“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);
- 4.1.361.1.33 **“Manager”** means the Official of a Club responsible for selecting the Club’s first team;
- 4.1.371.1.34 **“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;
- 4.1.381.1.35 **“Official”** means: (a) any director, ~~secretary,~~—employee or representative of a Club or club, excluding any Player, Intermediary Agent or Auditors; and (b) any employee of any Associated Undertaking, Fellow Subsidiary Undertaking, Group Undertaking or Parent Undertaking of that Club or club who spends (or is to spend) at least 50% of their annual working time undertaking activity for or on behalf of the Club or club;
- 4.1.391.1.36 **“Out of Contract Player”** means a Contract Player whose contract of employment with a Club has expired;
- 4.1.401.1.37 **“Parent Undertaking”** has the meaning set out in section 1162 of the Act;
- 4.1.441.1.38 **“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;
- 4.1.421.1.39 **“Player”** means any Contract Player, Out of Contract Player, Amateur Player or Academy Player who is registered to play for a Club;

4.1.431.1.40 **“Regulations”** means the UEFA Club Licensing and Financial Sustainability Regulations (2023~~2~~ edition);

4.1.441.1.41 **“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;

4.1.451.1.42 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;

4.1.461.1.43 **“Section”** means a Section of the Rules;

4.1.471.1.44 **“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;

4.1.481.1.45 **“Significant Influence”** means the power to participate in the financial, operating or sporting policies of the Club, but not in control or joint control of the Club, by means of share ownership, voting power, constitutional documents (statutes), agreement, or otherwise. Examples of Significant Influence including a party:

- (a) holding, directly or indirectly, between 20% and 50% of the shareholders’ or members’ voting rights;
- (b) having the ability to influence the appointment or removal of a majority of the members charged with the governance of the Club (e.g. any administrative, management or supervisory bodies of the Club);
- (c) being a minority shareholder or a member of the Club and alone, pursuant to an agreement entered into with other shareholders or members of the Club or by any other means, being able to exercise any Significant Influence (including as defined under (a) and (b) above);
- (d) providing in one reporting period either alone or in aggregate with parties under the same ultimate controlling party or government (excluding UEFA, a UEFA member association and an affiliated league) an amount equivalent to at least 30% of the Club’s total revenue for the same period;

4.1.491.1.46 **“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, for the purposes of determining whether an interest or interests amounts to a ‘Significant Interest’, any rights or powers held by any Person shall be attributed to any connected person to that Person; and any

rights or powers held by an associate or nominee of any Person shall be attributed to that Person;

~~4.1.50~~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;

~~4.1.51~~1.1.48 **“Stadium”** means the Club’s ground registered with the League pursuant to Rule K.5;

~~4.1.52~~1.1.49 **“Subsidiary Undertaking”** has the meaning set out in section 1162 of the Act;

~~4.1.53~~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;

~~4.1.54~~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;

~~4.1.55~~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 ~~250-252~~ or ~~254~~253;

~~4.1.56~~1.1.53 **“UEFA”** means the Union des Associations Européennes de Football;

~~4.1.57~~1.1.54 **“UEFA Club Competitions”** means the UEFA Champions League, the UEFA Europa League and the UEFA Europa Conference League competitions organised by UEFA;

~~4.1.58~~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

~~4.1.59~~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.

1.4 Any other capitalised terms not otherwise defined in the Licensing Manual shall have the meanings given to them in the Rules or Regulations, as applicable.

## 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 welfare of young players in each club;
  - (b) to promote participation in football and contribute to the development of women's football;
  - (c) to ensure that clubs have an adequate level of management and organisation;
  - (d) to adapt clubs' sporting infrastructure to provide players, spectators and media representatives with suitable, well-equipped and safe facilities;
  - (e) to protect the integrity and smooth running of the UEFA Club Competitions;
  - (f) to safeguard each club's identity, history and legacy;
  - (g) to encourage cooperation between licensors and clubs and enable the development of benchmarking for clubs in financial, sporting, legal, football social responsibility, personnel, administrative and infrastructure-related criteria throughout Europe;
  - (h) to embrace social responsibility in football; and
  - (i) to promote healthy relationship between clubs and supporters and increase accessibility in football.<sup>-1</sup>
- 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 ("**PGB**") 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 Pursuant to Rule 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.

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1 See Article 2 of the Regulations

2.5 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 2023~~3:4~~

2.5.1 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

2.5.2 not have been subject to any material alteration undertaken to the detriment of the integrity of any competition, 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 or colours.

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.

Notwithstanding the above, a Club is required to advise the League and UEFA of any such alteration (irrespective of whether it was undertaken for the purposes set out above) before the Application Deadline (as defined in paragraph 9.1 below).

UEFA may grant an exception to the requirements set out in this paragraph 2.5. Applications by Clubs for such exceptions must be submitted by ~~29~~<sup>31</sup> March 2024~~3~~ and will be judged on a case-by-case basis in accordance with the Exceptions Policy set out at Article 13 and Annex A of the Regulations.

2.6 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.

2.7 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 79 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 Chief Financial Officer 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 PGB (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 Undertakings, Parent Undertakings or Subsidiary Undertakings specific issues in connection with its application for a UEFA Club Licence and the fulfilment of the UEFA club licensing 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 56 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 and 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

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<sup>2</sup> See Article 99 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".

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 [The Appeals Body must be independent of the UEFA Club Licensing Committee and vice versa.](#)

[5.2](#) An appeal may only be lodged by:

5.2.1 a Club whose application for a licence was refused by the UEFA Club Licensing Committee;

5.2.2 a Club whose licence has been withdrawn by the UEFA Club Licensing Committee; or

5.2.3 [the Licensing Manager on behalf of](#) the Football Association.

5.32 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”).

5.43 The Panel, when acting as the appeal body, will comprise three members of whom one is a qualified lawyer and another a qualified accountant. [The quorum for a meeting of the Panel shall be not less than three members.](#) If the Panel fails to reach a majority decision, the decision of the Chairman shall be final.

5.54 Members of the Panel are appointed for a term of one year by the Board of Directors of Sports Dispute Resolution Panel Limited.

5.65 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 must act impartially in the discharge of their duties.](#) 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 involved in the licensing administration, an Official of any Club or club, 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 Judicial 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 Judicial 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. The Football Association, as licensor, has appointed a licensing manager.

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 including a change of legal form, legal group structure (including change of ownership) or identity;
- (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 2024~~3~~ (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 2024~~3~~ 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~~<sup>28</sup> April 2023~~3~~<sup>4</sup>.

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.

9.7 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 5pm on 2 May 2024.

9.8 A list of Clubs granted a UEFA Club Licence must be submitted to UEFA by the Football Association within seven days of each decision being final and by no later than 31 May 2024 or any later date as determined by UEFA.

## **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 and confirmed in writing.

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. The League will be assisted as necessary by any other relevant experts. Where an event occurs after the submission of licensing documentation and that represents a Significant Change to the information previously submitted, including a change of the Club's legal form, legal group structure including ownership and/or identity (including headquarters, name or colours), the Club is required to promptly notify the League in writing.

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 2 May 20243.~~ 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 within seven days of each decision being final and by no later than 31 May 20243 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 17 of the Regulations and the processes described in Annex D.
- 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~~4 April 20243.
- 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. Such an extraordinary application applies only to the applicant club and only for the Season in respect of which the application is made.
- 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 is eliminated on sporting merit. In such circumstances, the extraordinary application procedure is terminated, without further decision, and cannot be restarted.

## **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 2025~~4~~. This is likely to be on or around 31 May 2025~~4~~.
- 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~~2~~5. 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. If withdrawal of a UEFA Club Licence is envisaged, the Football Association will forthwith notify UEFA. An appeal against the withdrawal of a UEFA Club Licence shall be determined in accordance with the SR Appeal Regulations. 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. UEFA shall determine whether the Club should be eliminated from any UEFA Club Competition in which it is then competing.
- 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, football social responsibility, 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 comfortable satisfaction of the relevant decision-making body, whether the criteria have been met.
- 15.2 Where reference is made within the schedule to provisions of the Rules, Youth Development Rules and/or the Football Association rules, evidence of compliance with those rules must be provided to the licensor. In addition, evidence of compliance with the 'Remarks' set out in the schedule must also be provided. For avoidance of doubt, for the purposes of licensing a Club for UEFA Club Competition, where the requirements of the 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 Where reference is made in the schedules to documents, these are the documents that the licensor expects the Club to submit to evidence that it has satisfied the relevant UEFA criterion. A Club may provide alternative evidence to satisfy a criterion. Such evidence will be considered by the licensor at its absolute discretion as to whether or not that evidence meets the requirements of the relevant criterion.
- ~~15.4 Pursuant to Football Association rule C45, all players under written contract must be registered with the Football Association. Youth Development Rule 266-268 requires (amongst other things) that Academy Players be registered with a Club in order to be coached by or at that Club's Academy. All Academy Players are registered by the League with the Football Association via an online system. Pursuant to Rule T.13 and Football Association rules C19 and C23, 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 and the Football Association. Pursuant to Rule B.14, all Clubs must comply with the FIFA Regulations on the Status and Transfer of Players. In addition, all contracts entered into by a Club with its Players must comply with the 'Agreement regarding the minimum requirements for standard players contracts in the professional football sector in the European Union and the rest of the UEFA territory'. Pursuant to Football Association rule C20, 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 11.8.2 a Club or club must account for its full gate receipts in its accounting records and bank account.~~
- 15.45 Certain of the descriptions of the criteria included in the schedules in the table under the heading "Description of UEFA Article" are summaries only. Clubs should refer to the Regulations themselves for details of the requirements prescribed under those Regulations. In the event of a discrepancy between such a description and the text in the Regulations, the Regulations shall prevail.
- 15.56 The mandatory personnel criteria listed in schedule 4, below, represent the minimum organisational structure of a Club. An individual may occupy more than one role provided they have sufficient time, adequate competencies, the necessary qualifications for each role and no conflict of interest.



## SCHEDULE 1: SPORTING CRITERIA

No.	UEFA A <sup>4</sup>	Grade	Description of UEFA Article
1.	19	A	Written youth development programme which is approved by the licensor, regularly verified and evaluated and covering specified minimum areas.  Provision of mandatory school education and continued non-football education.

### 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 ~~35~~36.

No.	U	Grade	Description of UEFA Article
2.	20	A	<b>Youth Teams:</b> Each Club must have the following youth teams within its legal entity, another legal entity included in its reporting perimeter or a club affiliated to its legal entity: <ol style="list-style-type: none"> <li>a. At least <del>three</del><u>four</u> youth teams within 10 to 21 age range</li> <li>b. At least one youth team or organised football activities for under 10s</li> </ol> Each youth team, except for the under-10s, must participate in official competitions or programmes at national, regional or local level.

### Youth Development Rules

#### Foundation Phase Games Programme

~~448~~150. *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).*

~~449~~151. *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.*

~~451~~153. *Each Club which operates a Category 1, Category 2 or Category 3 Academy:*

~~451~~153.1 *must participate fully in the Foundation Phase Games Programme-...*

#### Youth Development Phase Games Programme

<sup>4</sup> Reference is to the corresponding Article of the Regulations.

~~454~~156. 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.

~~155~~.157. 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.

~~159~~161. 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.

~~164~~166. 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).

~~166~~168. Each Club which operates a Category 1, Category 2 or Category 3 Academy:

~~166~~168.1 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

~~166~~.168.2 may organise and participate in additional Authorised Games of the types listed in paragraphs c), d), f), and h) 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

~~169~~171. 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.

~~170~~172. 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 ~~171~~173.3) how that games programme should be delivered.

~~175~~177. Each Club which operates an Academy:

~~175~~177.1 must participate fully in the Professional Development Phase Games Programme.

#### Remarks

Pursuant to Youth Development Rules ~~169~~171 and ~~170~~172, 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 20 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 20 in order to be deemed compliant with the UEFA criterion.

<b>No.</b>	<b>UEFA A</b>	<b>Grade</b>	<b>Description of UEFA Article</b>
<u>3.</u>	<u>21</u>	<u>B</u>	<p><u>Each Club must support women's football by implementing measures and activities aimed to further develop, professionalise and popularise women's football, such as:</u></p> <ul style="list-style-type: none"> <li>• <u>entering a first and/or youth team in official competitions;</u></li> <li>• <u>providing support to an affiliated women's football club; or</u></li> <li>• <u>organising other women's football initiatives as defined by the licensor.</u></li> </ul>

Remarks

A Club having a women's team in an official FA competition (e.g. Women's Super League/Championship) shall be deemed to be in compliance with the UEFA criterion.

Clubs are required to provide evidence demonstrating compliance with the UEFA criterion. This could include, for example, evidence that one or more of its teams participates in a Women's or Girls' competition sanctioned by The FA.

No.	UEFA A	Grade	Description of UEFA Article
<del>34.</del>	22	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 in accordance with the relevant provisions of the UEFA Medical Regulations; 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.2221** 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 4-6 and keep medical records that comply with General Medical Council requirements.

#### Youth Development Rules

**224226.** 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):

**224226.1** age-appropriate medical and physical screening; ...

#### Remarks

Compliance with Rules O.22-21 and Youth Development Rule 224226.1 shall be deemed to be compliance with the UEFA criteria. Reference to Appendix 64 is to Appendix 4-6 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 64 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 (2022 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 2024~~3~~.

No.	UEFA A	Grade	Description of UEFA Article
<u>5.</u>	<u>23</u>	<u>A</u>	<u>All players above the age of 10 must be registered with The FA or the League in accordance with the relevant provisions of the FIFA Regulations on the Status and Transfer of Players.</u>
	<u>24.01</u>	<u>A</u>	

			<u>Each of the Club's professional players must have a written contract with the licence applicant in accordance with the relevant provisions of the FIFA Regulations on the Status and Transfer of Players.</u>
	<u>24.02</u>	<u>B</u>	<u>The Club must ensure that its professional players' contracts are in line with the relevant provisions of the 'Agreement regarding the minimum requirements for standard players contracts in the professional football sector in the European Union and the rest of the UEFA territory'.</u>
	<u>25</u>	<u>B</u>	<u>The Club must respect the provisions of the FIFA Regulations on the Status and Transfer of Players with regard to loans of professional players.</u>

Premier League Rules

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.14.2 The Football Association Rules;

...

B.14.4 these Rules;

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

T.13 Full details of a Player's remuneration including all benefits to which he is entitled whether in cash or in kind shall be set out in his contract ...

U.2 A Club shall be deemed to hold the registration of a Player upon receipt of the League's confirmation by email to that effect.

Youth Development Rules

268 Each Club shall ensure that only Academy Players registered with that Club ... shall be coached by or at that Club's Academy or participate in matches, tours, Festivals, Training Camps or Tournaments in which that Academy is involved.

Football Association rules

C19 Any payments or benefits whatsoever that are made by a Club to, or otherwise made in relation to, a Contract Player must be referenced in and incorporated as terms of the Playing Contract...

C45 All Contract Players must be registered with The Association.

Remarks

Compliance with the above Rules (and Football Association rules) shall be deemed compliance with this criterion.

<b>No.</b>	<b>UEFA Article</b>	<b>Grade</b>	<b>Description of UEFA Article</b>
<u>465.</u>	26	B	All members of the first team squad (players, coaches and other technical staff) must, during the twelve months prior to the licence season, have attended an event on refereeing matters.

|



## Premier League Rules

**P.9** ~~All Managers (in person) and Club captains (virtually, via videoconference) are required to attend in person an annual pre-Season and any mid-Season meeting organised by the League and/or the Professional Game Match Officials Limited~~ PGMOL and failure to do so (save in exceptional circumstances) will constitute a breach of these Rules.

**P.10** 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, first team coaching and technical staff (including all sports scientists, analysts and performance staff) 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, first team coaching and technical staff (including all sports scientists, analysts and performance staff)) or to take reasonable steps to ensure the attendance of each of its Contract Players, first team coaching and technical staff (including all sports scientists, analysts and performance staff) at this meeting (in the case of a Club), save in exceptional circumstances, shall be a breach of these Rules.

## Remarks

Compliance with Rules P.9 and P.10 shall be deemed to be compliance with the UEFA criterion in respect of Managers, ~~and Contract Players, first team coaching and technical staff (including all sports scientists, analysts and performance staff). Other first team technical staff are also required to attend a session on refereeing matters in the twelve months prior to the licence season.~~ PGMOL and/or Club records may be used to confirm the attendees ance ~~of other coaches and technical staff~~ at such sessions, as required by Article 26.

## SCHEDULE 2: FOOTBALL SOCIAL RESPONSIBILITY CRITERIA

No.	UEFA Article	Grade	Description of UEFA Article
<del>567.</del>	27	B	Each Club must establish and implement a football social responsibility strategy in line with the <i>UEFA Football Sustainability Strategy 2030</i> and relevant UEFA guidelines, for at least the areas of equality and inclusion, anti-racism, child and youth protection and welfare, football for all abilities, and environmental protection.
	28	B	Each Club must establish and implement a policy to ensure equal rights and opportunities for all people following and contributing to football activities organised by the Club.
	29	B	Each Club must establish and implement a policy to tackle racism and to guarantee that all the club's policies, programmes and practices are exercised without discrimination of any kind.
	31	B	Each Club must establish and implement a policy to make following and contributing to football activities organised by the Club accessible and enjoyable for everyone, irrespective of disability or disabling factors.

### 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 Equality, Diversity and Inclusion Standard set out in Appendix 2-3 to these Rules.*

### Remarks

Compliance with Rule J.4 and specifically evidence of achieving the Premier League Equality, Diversity and Inclusion Standard (PLEDIS) shall be deemed to be compliance with each of the UEFA criteria. Where a Club has not achieved the PLEDIS, documents to evidence a Club's commitment to equality and inclusion, anti-racism and football for all abilities will be required in order to be deemed compliant.

### Documents

Relevant policies such as an anti-discrimination policy and equality and diversity policy.

No.	UEFA Article	Grade	Description of UEFA Article
<del>678.</del>	30	B	Each Club must establish and implement a policy to protect, safeguard and ensure the welfare of young players and ensure they are in a safe environment when participating in activities organised 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

No.	UEFA Article	Grade	Description of UEFA Article
<del>789.</del>	32	B	Each Club must establish and implement a policy to improve its environmental footprint and sustainability in relation to the organisation of events, infrastructure construction and management.

Remarks

A Club sustainability policy that includes reference to its environmental footprint and sustainability in relation to the organisation of events, construction (if applicable) and management, shall be deemed to be compliance with the UEFA criterion.

### SCHEDULE 3: INFRASTRUCTURE CRITERIA

No.	UEFA Article	Grade	Description of UEFA Article
<del>9</del> 109.	33	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 A.1.14-17 for which it is the Home Club at the Stadium. No Club shall move 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 the UEFA Stadium Infrastructure 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
<del>9</del> 110.	34	A	Availability of training facilities throughout the year for all teams.

#### Premier League Rule

*See Rule K.3 above.*

#### Remarks

For the purposes of this Licensing Manual, "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, in respect of "training facilities" as defined above, 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
40124.	35	B	<b>Training facilities</b> – minimum infrastructure to include outdoor and indoor facilities, dressing rooms, a medical room and floodlighting.

#### Youth Development Rules

~~316~~**318** *Each Club which operates an Academy shall ensure that:*

~~316~~**318.1** *it provides as a minimum the facilities and accommodation set out in Rules ~~318~~ 320 to ~~332~~334; and*

~~316~~**318.2** *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 ~~316~~**318** are set out in Youth Development Rules ~~317~~**319** to ~~332~~**334** (not reproduced here due to their length). Such facilities must also be available for the first team during the course of the Season. 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, a medical room and floodlighting).

Compliance with the Youth Development Rules referred to above (to the extent required by Article 35 of the Regulations) together with, if training for the first team takes place at a location other than the Club's Academy, evidence that equivalent facilities are available to the first team, shall be deemed to be compliance with the UEFA criterion.

## SCHEDULE 4: PERSONNEL AND ADMINISTRATIVE CRITERIA

### Employment of Officials

No.	UEFA Article	Grade	Description of UEFA Article
<del>13</del> 24.	36	A	<b>General manager:</b> Club must have a general manager responsible for running its operative matters.
	42	B	<b>Match organisation officer:</b> the Club must have appointed a match organisation officer who is responsible for the overall organisation of the first squad home matches.

### 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 criteria.

### Documents

- Employment contract(s)
- Terms of reference/job description(s)

No.	UEFA Article	Grade	Description of UEFA Article
<del>14</del> 12.	37	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/her 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 37, 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
<del>154</del> 13.	38	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
<del>165</del> 14.	39	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.2** Each Club's Team Doctor, Crowd Doctor and Medical Coordinator, and any other doctor appointed by the Club, shall be a registered medical practitioner licensed to practice by the General Medical Council.

...

**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 the provisions of ~~Rule Section O~~ of the Rules which -are cited above as regards Team Doctors (provided that the doctor is responsible for medical support during matches and training as well as doping prevention) 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
<del>176</del> 15.	40	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 compliance 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
<del>161</del> 187.	41	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

**1065** Each Club which operates an Academy shall appoint an Academy Doctor who shall:

**1065.1** —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 ~~106.5 and 105.1~~ will be deemed to be compliance with the UEFA criterion.

### Documents

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

No.	UEFA Article	Grade	Description of UEFA Article
17198.	43	A	<b>Safety and security officer:</b> the Club must have <u>appointed</u> a qualified safety and security officer who is responsible for: <u>a) Developing, implementing and reviewing safety and security matters, policy and procedures, including risk management and planning;</u> <u>b) Being the main point of contact between the public authorities and the Club on all safety and security matters; and</u> <del>—Managing match-related safety and security operations.</del> <u>a)c)</u>

## Premier League Rules

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

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

### Remarks

A Safety Officer is required by the safety certificate and the 'Guide to Safety at Sports Grounds (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 with Rules K.1 or K.2 and the requirements of the Green Guide will be deemed to be compliance with the UEFA criterion.

### Documents

- Employment contract
- Terms of reference/job description

- Evidence of qualification and training and experience in matters of crowd control and safety and security at football venues.

No.	UEFA Article	Grade	Description of UEFA Article
<del>18</del> 2019.	44	B	<b>Football social responsibility Officer:</b> the Club must have appointed a football social responsibility officer who is responsible for the implementation of football social responsibility policies and measures in accordance with the <i>UEFA Football Sustainability Strategy 2030</i> and relevant UEFA guidelines.

#### Remarks

In order to comply with the criterion, Clubs must demonstrate that an employee at the Club (or a consultant) is working on the social responsibility matters referred to within the UEFA Football Sustainability Strategy 2030 and relevant UEFA guidelines. This may be the same individual as the individual who is responsible for those matters referred to at criterion No. ~~5~~76. and who is appointed in compliance with Rule J.4.

#### Documents

- Employment contract(s)
- Terms of reference/job description(s)

No.	UEFA Article	Grade	Description of UEFA Article
<del>19</del> 219.	45	B	<b>Supporter Liaison Officer:</b> the Club must have appointed a supporter liaison officer to act as the key contact point for supporters. The Supporter Liaison Officer 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 UEFA criterion.

### Documents

- Employment contract
- 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
20224.	46	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. The Disability Access Officer 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 UEFA criterion.

### Documents

- Employment contract
- 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
24232.	47	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.4.23** 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** Each Club must provide to the League within seven clear working days of it coming into effect:

**P.7.1** full details of a Manager's remuneration including all benefits to which ~~he~~they ~~is~~are entitled whether in cash or in kind. All such details must be set out in ~~his~~their contract, ~~which must be submitted to the Board within seven clear working days of its coming into full force and effect...~~

#### Remarks

Compliance with Rules P.4.1, P.4.3 and P.7.1 will be deemed compliance with the UEFA criterion. If the Manager does not hold (or has not commenced or is not actively engaged in the requisite course to obtain) a valid UEFA Pro Licence, they must hold a valid UEFA recognition of competence equivalent to a UEFA Pro Licence. Managers must be notified to the League (in accordance with Section P) and must be responsible for players' selection, tactics and training, management of the players and technical staff in the dressing room and the technical area before, during and after matches, and media duties.

#### Documents

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

No.	UEFA Article	Grade	Description of UEFA Article
<del>222</del> <b>43</b>	48	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 a valid UEFA A 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 coach who does not hold a UEFA A Licence will still be deemed compliant with the criterion if they hold a valid and equivalent UEFA recognition of competence. An assistant coach 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 the Club's first team assistant coach must be notified to the League as part of its application.

#### Documents

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

<u>No.</u>	<u>UEFA Article</u>	<u>Grade</u>	<u>Description of UEFA Article</u>
<del>254.</del>	49	A	<p><b>First Team Goalkeeper Coach:</b> the Club must have appointed a qualified goalkeeper coach who assists the head coach in all goalkeeping matters of the first squad.</p> <p>The first team goalkeeping coach must hold one of the following minimum coaching qualifications (issued by a UEFA member association in accordance with the <i>UEFA Coaching Convention</i>):</p> <ul style="list-style-type: none"> <li>• highest available valid UEFA goalkeeper licence according to the licensor's (or its UEFA member association's) membership status under the <i>UEFA Coaching Convention</i>; or</li> <li>• valid UEFA recognition of competence equivalent to the licence required under the above.</li> </ul>

#### Remarks

A first team goalkeeper coach who does not hold the highest available valid UEFA goalkeeper licence will still be deemed compliant with the criterion if they hold a valid and equivalent UEFA recognition of competence. A first team goalkeeper coach who is undertaking the requisite course to obtain the highest available UEFA goalkeeper licence at the time of application will also be deemed compliant.

The name and qualifications of the Club's first team goalkeeper coach must be notified to the League as part of its application.

#### Documents

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

<u>No.</u>	<u>UEFA Article</u>	<u>Grade</u>	<u>Description of UEFA Article</u>
<del>263.</del>	50	A	<p><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.</p>

#### Youth Development Rules

~~5859~~ *Each Club which operates an Academy shall employ a Full Time Academy Manager.*

~~6462~~ *The responsibilities of the Academy Manager shall include (unless otherwise approved by the Board):*

~~6462.1~~ *guiding the development of the Club's Playing Philosophy, Coaching Philosophy and Coaching Curriculum;*

**6162.2** *drawing up the Academy Performance Plan as set out in, and subject to the provisions of, Rule 2829;*

**6162.3** *implementing the Academy Performance Plan;*

**6162.4** *advising the Club Board on:*

**6162.4.1** *whether the Academy has met the performance targets set out in the Academy Performance Plan; and*

**6162.4.2** *the action to be taken by the Club if the Academy has not met those performance targets;*

**6162.5** *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;*

**6162.6** *the design, implementation and management of the Academy's Coaching Curriculum;*

**6162.7** *ensuring that all Academy Staff undertake the Continued Professional Development required of them by this section of the Rules;*

**6162.8** *being the line manager of the Head of Education, Head of Coaching, and Head of Recruitment; and*

**6162.9** *liaising with the Club's Manager as appropriate.*

**6263** *Subject to Rule 6364, each Academy Manager must hold:*

**6263.1** *an up to date UEFA A Licence; ...*

**6364** *A Club may appoint as Academy Manager a Person who does not hold the qualifications set out in Rule 62-63 provided that the Head of Academy Coaching:*

**6364.1** *holds these qualifications;*

**6364.2** *is tasked with overseeing the Coaching Curriculum; and*

**6364.3** *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 UEFA criterion if they hold: (a) a valid UEFA Elite Youth A coaching licence; or (b) a valid and equivalent UEFA recognition of competence. In addition, an Academy Manager or Head of Academy Coaching 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(s)
- Terms of reference/job description
- Evidence of qualification

No.	UEFA Article	Grade	Description of UEFA Article
<del>242</del> <u>76</u> .	51	A	<p><b>Youth Coaches:</b> the Club must have appointed a coach for each mandatory youth team [see No. 2 above / Article 20] who is responsible for all football matters in relation to that team.</p> <p>At least <del>three</del> two youth team <u>head</u> coaches must hold <u>one of the following minimum coaching qualifications, issued by a UEFA member association in accordance with the UEFA Coaching Convention: the second highest available valid UEFA coaching licence or an equivalent valid non-UEFA qualification.</u></p> <p style="padding-left: 40px;">a. <u>Valid UEFA Elite Youth A coaching licence;</u>  b. <u>Valid UEFA A coaching licence; or</u>  c. <u>Valid UEFA recognition of competence equivalent to the licence required under a), and b) above as applicable.</u></p> <p>The other youth coaches must hold the minimum qualification as defined by the UEFA member association.</p>

#### Youth Development Rules

~~73~~74 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:

~~73~~74.1 in respect of the Youth Development and Professional Development Phase, hold at least an up to date UEFA A Licence; and

~~73~~74.2 in respect of the Foundation Phase, hold at least an up to date UEFA B Licence ...

~~80~~81 Each coach (excluding goalkeeping coaches to whom Rule ~~75-76~~ applies) must from the commencement of and throughout their employment hold:

~~80~~81.1 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 Youth Development Rules ~~shall be deemed to be compliance with the UEFA criterion~~ shall result in Clubs having at least two youth coaches holding the mandatory minimum coaching licence. As such, Clubs will be required to demonstrate that a third youth coach holds at least a UEFA A coaching licence. ~~Any Club operating a Category 4 Academy will need to demonstrate compliance with Article 51 in order to be deemed in compliance 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 UEFA Elite Youth A coaching licence; or (b) a valid and equivalent UEFA recognition of competence. In addition, a youth coach who is undertaking the requisite course to obtain a UEFA A ~~(or where relevant a B)~~ licence at the time of application will also be deemed compliant.

All other youth coaches with responsibility for a mandatory youth team must at a minimum hold the UEFA B licence.

Any Club operating a Category 4 Academy will need to demonstrate compliance with Article 51 in order to be deemed in compliance with the UEFA criterion.

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

Documents

- Employment contract(s)
- Terms of reference/job description
- Evidence of qualification

<u>No.</u>	<u>UEFA Article</u>	<u>Grade</u>	<u>Description of UEFA Article</u>
<u>287.</u>	<u>52</u>	<u>B</u>	<p><b>Youth Goalkeeper Coaches:</b> the Club must have appointed <u>at least one goalkeeper coach who assists the youth coaches in goalkeeping matters of the youth teams, and who must hold one of the following minimum coaching qualifications (issued by a UEFA member association):</u></p> <ul style="list-style-type: none"> <li>• <u>second-highest available valid UEFA goalkeeper licence according to the licensor's (or its UEFA member association's) membership status under the UEFA Coaching Convention;</u></li> <li>• <u>valid domestic goalkeeper licence; or</u></li> <li>• <u>valid UEFA recognition of competence issued in accordance with the UEFA Coaching Conventions and equivalent to the licence required under the above.</u></li> </ul>

Youth Development Rules

77 *Each goalkeeping coach must hold an up to date UEFA B Licence and a UEFA Goalkeeping Coaching B Licence.*

Remarks

Compliance with the above Youth Development Rule shall be deemed to be compliance with the UEFA criterion.

A youth goalkeeper coach who does not hold the second highest available valid UEFA goalkeeper licence will still be deemed compliant with the criterion if they hold a valid and equivalent UEFA recognition of competence. A first team goalkeeper coach who is undertaking the requisite course to obtain the second highest available UEFA goalkeeper licence at the time of application will also be deemed compliant.

The name and qualifications of the youth goalkeeping coach is notified to the League as part of its monitoring of Academies.

Documents

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

<b>No.</b>	<b>UEFA Article</b>	<b>Grade</b>	<b>Description of UEFA Article</b>
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<del>298</del> 25.	<u>53.05</u>	A	<u>All qualified coaches must be duly registered with The FA and/or the League.</u>
	54	B	<p><b>Written contracts:</b> All staff members listed in nos. <del>44</del>132 to <del>287</del>4 must have written contracts with the Club in accordance with the national legal framework.</p> <p>The Club must ensure that each coach's contract is in line with the relevant provisions of the <i>FIFA Regulations on the Status and Transfer of Players</i>.</p>

Premier League Rules

See Rules J.1 and P.7.1 above.

Remarks

Coaches are notified to the League and captured via the online Staff Registration System ('SRS'). Compliance with the SRS shall be deemed compliance with Article 53.05.

To comply with ~~the UEFA criterion~~Article 54, in addition to the employees listed in J.1 and P.7.1, Clubs must provide employment contracts or written statements of employment particulars (in accordance with sections 1-6 Employment Rights Act 1996) and job descriptions for the following:

- Match Organisation Officer
- Safety and Security Officer
- Physiotherapist
- Head of Youth Development and, where applicable, Head of Academy Coaching
- Youth Coaches
- First Team Assistant Coach
- First Team Goalkeeper Coach
- 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
- Youth Goalkeeper Coach
- Football Social Responsibility Officer

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
<del>26</del> 3029.	55	B	<p><b>Service providers:</b> Clubs must sign a written contract with any service provider entrusted with a given function. <u>The contract must contain, as a minimum, defined tasks and responsibilities, and information about the service provider (e.g. relevant qualifications).</u></p>

Remarks

To comply with the UEFA criterion, where the Club uses a service provider (including self-employed individuals) to fulfil any of the personnel criteria listed at ~~1324~~ to ~~2874~~ within this Licensing Manual, the Club must provide a signed written contract with that service provider to the League which fulfils the minimum requirements set out above.

Documents

Signed written contract

No.	UEFA Article	Grade	Description of UEFA Article
<del>27310</del>	57	B	<b>Organisational structure:</b> Clubs must provide an organisational chart clearly identifying the relevant personnel and their hierarchical and functional responsibilities in its organisational structure. As a minimum, the organisational chart should provide information on the key personnel defined in nos <del>1324</del> to <del>2240</del> , and <del>2653</del> .

Remarks

To comply with the UEFA criterion, each Club must provide the League with an organisational structure chart for the Club that includes the relevant individuals and their departments as described nos ~~1324~~ to ~~2240~~ and ~~2653~~.

Documents

Organisational chart

No.	UEFA Article	Grade	Description of UEFA Article
<del>32428</del>	58	B	<p>If any of the positions described below become vacant during the Licensing Season, the Club must ensure that the position is taken over by someone who holds the relevant qualifications 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>• Match Organisation Officer</li> <li>• Safety and Security Officer</li> <li>• Manager</li> <li>• First Team Assistant Coach</li> <li>• First Team Goalkeeper Coach</li> <li>• Head of Youth Development and, where applicable, Head of Academy Coaching</li> <li>• Youth coaches</li> <li>• Youth Goalkeeper Coach</li> <li>• Football Social Responsibility Officer</li> <li>• Supporter Liaison Officer</li> <li>• Disability Access Officer</li> </ul> <p>The Club must notify the licensor of any replacement promptly.</p>

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. In such circumstances, a qualified member of staff must temporarily hold the position in order for the Club to be compliant with the criterion.

See the declarations to be given in Form UL1.

## SCHEDULE 5: LEGAL CRITERIA

No.	UEFA Article	Grade	Description of UEFA Article
<del>2933</del> <u>2.</u>	59	A	The Club must submit a declaration in respect of participation in UEFA Club 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.11** *Each Club shall enter the F.A. Cup.*

**L.12** *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.11 and L.12 together with submission of Form UL1 signed by an Authorised Signatory will be deemed to be compliance with the UEFA criterion.

No.	UEFA Article	Grade	Description of UEFA Article
<del>30343</del>	60	A	Submission of legal Information

### Premier League Rule

**A.1.2427** *“Authorised 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;*

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

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

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

### Remarks

Compliance with Rules A.1.27<sup>4</sup> and B.2 and the submission of Form UL1 will be deemed to be compliance with the UEFA criterion.

Documents

The documents and information referred to above and in Rules A.1.24-27 and B.2 and Form UL1. Further, evidence from Companies House to demonstrate the Club remains an active company.

No.	UEFA Article	Grade	Description of UEFA Article
31354.	62	A	<b>Legal Group Structure:</b> The Club must provide the licensor with a document that presents its legal group structure at the annual accounting reference date prior to the submission of its application
	63	A	<b>Ultimate Controlling Party, Ultimate Beneficiary and Party with Significant Influence:</b> The Club must provide the licensor with a document which contains information on its ultimate controlling party, ultimate beneficiary and any party with Significant Influence

Remarks

Legal Group Structure

1. The Club must, by 1 March, in each Season submit a legal group structure chart which:
  - 1.1. Shows 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. Identifies and includes information on:
    - 1.2.1. \_\_\_ the Club;
    - 1.2.2. \_\_\_ any Subsidiary Undertaking of the Club;
    - 1.2.3. \_\_\_ any Associated Undertaking of the Club;
    - 1.2.4. \_\_\_ the holders of a Significant Interest. This requirement is also met by compliance with \_\_\_ Rules G.1 to G.4 (disclosure of ultimate ownership to the League);
    - 1.2.5. \_\_\_ any direct or indirect controlling entity of the Club (the meaning of “controlling” shall be \_\_\_ construed in accordance with the defined term “Control”);
    - 1.2.6. \_\_\_ 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 or membership \_\_\_ or any other involvement or influence whatsoever in its management, administration or \_\_\_ sporting performance; and
    - 1.2.7. \_\_\_ the key management personnel of the Club.
  - 1.3. Clearly identifies the reporting perimeter as defined in Article 65 (see No. 33-37 below) and the Group for which Group Accounts have been provided pursuant to Rule E.3 (if applicable).

2. The following information must be provided in respect of each entity shown in the group structure chart:
  - 2.1. name;
  - 2.2. legal form;
  - 2.3. main activity;
  - 2.4. percentage of ownership interest (and, if different, percentage of voting power held);
  - 2.5. 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):
    - 2.5.1. share capital;
    - 2.5.2. total assets;
    - 2.5.3. total revenue in the period covered by the accounts; and
    - 2.5.4. total equity.
3. Any change(s) to the legal group structure or the information provided in respect of the entities within the legal group structure between the date on which the accounts submitted pursuant to Rule E.3 have been prepared and submission of the information to the licensor must also be provided.
4. If deemed relevant, the licensor may request further information from the Club in addition to the above.
5. The Club must confirm that the legal group structure is complete, accurate and in accordance with the Regulations. Submission of Form UL1 signed by an Authorised Signatory will constitute such confirmation.

*Ultimate Controlling Party, Ultimate Beneficiary and Party with Significant Influence*

6. The Club must, by 1 March each Season, complete and submit Form UL6 (Disclosure of Interests Form) which contains information on:
  - 6.1. its ultimate controlling party;
  - 6.2. its ultimate beneficiary i.e. a natural person on whose behalf the Club is owned or controlled; and
  - 6.3. any party with Significant Influence over the Club.
7. The information required for each Person identified in paragraph 6, above, as at the date of submission is as follows:
  - 7.1. name and, if applicable, legal form;
  - 7.2. main activity;
  - 7.3. if applicable, percentage of ownership interest and, if different, percentage of voting rights in respect of the Club;
  - 7.4. if applicable, nature of Significant Influence;

- 7.5. if applicable, key management personnel; and
- 7.6. any other football club in respect of which the party, or any of its key management personnel, has any ownership interest, voting rights or membership or any other involvement or influence whatsoever.
8. The Club must confirm whether any change(s) to the information contained in Form UL6 has occurred between the date on which the accounts submitted pursuant to Rule E.3 have been prepared and submission of Form UL6 to the licensor.
9. If a change as indicated in paragraph 8 above occurs in respect of the Persons listed on Form UL6, it must be described in detail by the Club in the information provided to the licensor. As a minimum the following information must be provided:
- 9.1 the date on which the change occurred;
- 9.2 a description of the purpose of and reasons for the change;
- 9.3 implications for the licence applicant's financial, operating and sporting policies; and
- 9.4 a description of any impact on the licence applicant's equity or debt situation.
10. If deemed relevant, the licensor may request further information from the Club in addition to the above.
11. The Club must confirm that the information provided in Form UL6 is complete, accurate and in compliance with the Regulations. Submission of Form UL6, signed by an Authorised Signatory of the Club and by the Club's ultimate controlling party, will constitute such confirmation.

#### Documents

Legal Group Structure

Form UL6

No.	UEFA Article	Grade	Description of UEFA Article
<del>323</del> 65.	64	A	<b>Written representation:</b> The Club must submit written representation to the licensor within the seven days prior to the start of the first instance body's decision-making process.

#### Remarks

Immediately prior to the determination of the Club's application for the UEFA Licence, the Club is required to submit written representations confirming:

- that all documents submitted to the licensor are complete accurate and in compliance with the Regulations;
- whether any Significant Change or similar event has occurred in relation to is licensing application or the licensing criteria;
- whether -any Events or Conditions of Major Economic Importance have occurred that may have an adverse impact on the licence applicant's financial position since the balance sheet date of the preceding audited financial statements and reviewed interim statements (if so, the Club must include a description of the nature of the event or condition and an estimate of its financial effect, or a statement that such an estimate cannot be made);

- whether or not 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.~~2325~~) since 1 June ~~2022~~2023.

Accordingly, each Club must submit Form UL5 to the League no earlier than seven days prior to the meeting at which the first instance body will determine its application. Form UL5 must be signed by an Authorised Signatory. 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 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 Licensing 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.~~2325~~) since 1 June ~~2022~~2023.

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

#### Documents

Form UL5



## SCHEDULE 6: FINANCIAL CRITERIA

No.	UEFA Article	Grade	Description of UEFA Article
373	65	A	<b>Reporting perimeter:</b> The Club must determine and provide to the licensor its reporting perimeter i.e. the entity or combination of entities in respect of which financial information (e.g. single entity, consolidated or combined financial statements) has to be provided in accordance with Annex G.2 and assessed in accordance with Annex I.

### Remarks

1. The reporting perimeter in respect of a Club must include:
  - 1.1. the Club;
  - 1.2. any Subsidiary Undertaking of the Club;
  - 1.3. any entity, irrespective of whether it is included in the legal group structure, which generates revenues and/or performs services and/or incurs costs in respect of any of the football activities defined in paragraphs 2.1 and 2.2 below; and
  - 1.4. any entity included within the legal group structure which generates revenues and/or performs services and/or incurs costs in respect of any of the football activities defined in paragraph 2.3 below.
2. Football activities include:
  - 2.1. employing/recruiting employees (as defined in Article 71) including payment of all forms of consideration to employees arising from contractual or legal obligations;
  - 2.2. acquiring/selling players' registrations (including loans); and
  - 2.3. ticketing, sponsorship and advertising, broadcasting, merchandising and hospitality, Club operations (e.g. administration, matchday activities, travel, scouting etc), financing including equity that results in obligations on the Club, or debt directly or indirectly secured or pledged against the Club's assets or revenues, use and management of the stadium and training facilities, women's football and youth development.
3. A Parent Undertaking, Subsidiary Undertaking, Associated Undertaking or any other entity may only be excluded from the reporting perimeter if:
  - 3.1. the football activities it performs are already entirely reflected in the financial statements of one of the entities included in the reporting perimeter;
  - 3.2. its activities are entirely unrelated to those activities set out at paragraph 2 and/or the locations, assets or brand of the Club; or
  - 3.3. it is immaterial compared with all the entities that form the reporting perimeter and it does not perform any of the activities referred to at paragraphs 2.1 and 2.2 above.

The Club will be required to explain the reasons for any exclusion with reference to the above (and this will only be accepted if the first instance body considers that such exclusion is reasonable).
4. The Club must return Form UL1 signed by an Authorised Signatory to confirm:

- 4.1. that all revenues and costs related to each of the football activities set out at paragraph 2 above have been included in the reporting perimeter, providing a detailed explanation if this is not the case; and
- 4.2. whether any entity included in the legal group structure has been excluded from the reporting perimeter, justifying any such exclusion with reference to paragraph 3 above.

No.	UEFA Article	Grade	Description of UEFA Article
384.	66 and 67	A	<p><b>Annual Financial Statements:</b> The Club must prepare and submit, by the date communicated by the licensor, audited annual financial statements for the reporting period ending in the year preceding the deadline for submission of the application to the licensor and preceding the deadline for submission of the list of licensing decisions to UEFA.</p> <p>The Club must publish on its website or on the website of the licensor by the date (which cannot be later than the date of the submission of the list of licensing decision to UEFA) and in the form communicated by the licensor:</p> <ol style="list-style-type: none"> <li>a. the audited annual financial information for the last reporting period assessed by the licensor; and</li> <li>b. the total amount paid in the latest reporting period to or for the benefit of agents/intermediaries.</li> </ol>

#### 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; and*
- 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

1. The further documentary evidence referred to in Rule E.5 shall, unless the Board agrees otherwise, be submitted by 31 March in the year of application.
2. The Annual Accounts or Group Accounts must:

- 2.1. 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 G of the Regulations (including approval on behalf of its Board including signature).
- 2.2. Be audited in accordance with auditing standards issued by the Auditing Practices Board and in compliance with Annex E to the Regulations. The auditor must be independent and be engaged by and report to the Club.

2.3. Include disclosure of the following matters (together with comparative figures in respect of the prior reporting period) included within in accordance with the minimum disclosure requirements set out at Annex F of the Regulations (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 – see paragraph 4.1, below):

2.3.1. a balance sheet as at the end of the reporting period;

2.3.2. a profit and loss account/income statement for the reporting period;

2.3.3. a cash flow statement for the reporting period;

2.3.4. a statement of changes in equity over the reporting period;

2.3.5. notes, comprising a summary of significant accounting policies and other explanatory notes; and

2.3.6. a financial review by management.

~~(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.~~

~~2.3.2.4.~~ Subject to Remark 3 at No. 373 above, include the entities at Remark 1 to No. 373 above and the activities set out at Remark 2 to No. 373 above.

3. As set out above at No.373, the exclusion of any amounts in respect of the items at paragraph 2.4 above 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, including, without limitation, Football Association rules C20 and I1.8.2 and which are set out in paragraph 15.4 of this Licensing Manual.
4. Clubs are also required to publish:
  - 4.1. The total amounts paid to Intermediaries in the last accounting period. This requirement is met by the disclosures made by Clubs under The FA Regulations on Working with Intermediaries.
  - 4.2. The Club's Annual Accounts or Group Accounts or key financial information thereof by the date of the meeting of the first instance body.

Publication shall 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.

5. If the Annual Accounts or Group Accounts submitted pursuant to Rule E.3 do not meet the minimum disclosure requirements set out in this Licensing Manual and/or Annex F of the Regulations, then supplementary information in order to meet such minimum disclosure requirements must be submitted to the licensor alongside the Annual Accounts. The supplementary information must be separately reported on by auditors by way of agreed upon procedures consistent with International Standard on Related Services (ISRS) 4400.
6. If the Annual Accounts or Group Accounts submitted pursuant to Rule E.3 do not meet the minimum accounting requirements set out in this Licensing Manual and/or Annex G of the Regulations, then the Club must also submit to the licensor:
  - 6.1. restated financial statements that meet the accounting requirements set out in this Licensing Manual and Annex G to the Regulations, covering the same reporting period and including comparative amounts for the previous comparative reporting period; and
  - 6.2. a declaration by the Club's management that the restated financial statements are complete, accurate and in compliance with the regulations; and
  - 6.3. the restated financial statements must be separately reported on by auditors by way of agreed upon procedures consistent with International Standard on Related Services (ISRS) 4400.

7. In addition, for applications submitted during Season 2024/25 in respect of the 2025/26 Licensing Season, the auditor must provide another statement about whether or not the Annual Accounts or Group Accounts comply with the accounting requirements set out in Annex G of the Regulations. If not, the statement must include a brief description of the requirements not met. In such a case, the UEFA Club Financial Control Body will, for any Clubs subject to the monitoring provisions within the Regulations, review the transactions in detail in line with the Procedural rules governing the UEFA Club Financial Control Body.<sup>5</sup> ~~UEFA has advised that it is to issue guidance in relation to the application of this auditor statement within the licensing process that will be shared with Clubs when received.~~

~~7.8.~~ The Club must prepare a player identification table which must be provided to the League, the licensor and its auditors. The Club's auditors must reconcile the aggregate figures in the player identification table to the relevant figures in the balance sheet and profit and loss account of the accounts submitted pursuant to Rule E.3 (this reconciliation process may be conducted as part of the annual audit). For Clubs who are required to submit restated financial statements, the information in the player identification table must be reconciled to the figures in the restated accounts.

~~8.9.~~ The player identification table must include the following information (on a per player basis) in respect of (i) all the 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 whom direct acquisition costs have been incurred in the current or a previous reporting period; and (ii) all Players in respect of whom some income / profit (or loss) has been recognised (at some point during the reporting period):

~~8.1.9.1.~~ name and date of birth of each Player;

~~8.2.9.2.~~ start date of the original player contract and the end date of each Player's current contract;

~~8.3.9.3.~~ direct acquisition costs brought forward, incurred in the period and carried forward;

~~8.4.9.4.~~ accumulated amortisation brought forward and carried forward;

~~8.5.9.5.~~ expense/amortisation in the period;

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<sup>5</sup> ~~UEFA has advised that it is to issue guidance in relation to the application of this auditor statement within the licensing process that will be shared with Clubs when received.~~

~~8.6.9.6.~~ impairment costs in the period;

~~8.7.9.7.~~ disposals (cost and accumulated amortisation);

~~8.8.9.8.~~ net book value at the period end;

~~8.9.9.9.~~ profit/(loss) recognised in the period from the disposal of a player's registration; and

~~8.10.9.10.~~ any rights (e.g. percentage) to future Compensation Fees (e.g. sell on rights) held by a Club or club to which a Player was previously registered.

~~9.10.~~ Compliance with Rules E.3 and E.4 and the Remarks set out above will be deemed to be compliance with the UEFA criterion save in the following cases:

~~9.1.10.1.~~ The Licence shall be refused where the requirements of Remarks 2 to ~~98~~ above are not met.

~~9.2.10.2.~~ The auditor's report on the Annual Accounts or Group Accounts has, in respect of a going concern, either a material uncertainty or a qualified 'except for' opinion. In this case, the Club's application for a UEFA Club Licence shall be refused unless further documentary evidence (not necessarily limited to Future Financial Information) is submitted which is accepted by the Football Association Board as indicative of the Club's ability to continue as a going concern until at least the end of the Licence season.

~~9.3.10.3.~~ The auditor's report on the Annual Accounts or Group Accounts has, in respect of a matter other than a going concern, an emphasis of matter, another matter or a qualified 'except for' opinion. In this case the Football Association Board shall consider the implications thereof and whether it warrants refusal of the Club's application for a UEFA Club Licence. The Football Association Board or the Board may also require the Club to submit such further documentary evidence as it considers appropriate.

~~9.4.10.4.~~ The auditor's report on the Club's Annual Accounts or Group Accounts has a disclaimer of opinion, an adverse opinion or makes reference to an Event of Insolvency (as defined in Rule E.2325) having occurred since 1 June ~~2022~~2023 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), restated financial statements and declaration by the Club's management (if required (see Remark 6, above)), and player identification table.

No.	UEFA Article	Grade	Description of UEFA Article
<del>395.</del>	68	A	If the licence applicant's annual financial statements under Article 66 are for a reporting period ending more than six months before the deadline for submission of the list of licensing decisions to UEFA, then additional financial statements covering the interim period must be prepared and submitted.

#### 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 preceding 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

1. For the purposes of a UEFA Club Licence, as an exception to Rule E.6, the interim accounts to be provided shall be prepared to 31 December in the Season unless the Annual Accounts submitted under Rule E.3 have been prepared to 31 May in which case interim accounts shall be prepared for the six month period ending 30 November.
2. ~~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, including comparative amounts for the prior interim period, must be prepared in accordance with the same accounting policies as the Annual Accounts with the exception of accounting policy changes made after the date of the previous Annual Accounts that are to be reflected in the next Annual Accounts.
3. The interim accounts are to meet the minimum disclosure requirements of the Annual Accounts set out at No. 384 above save that a ~~directors' report~~financial review by management is not required. Additional line items or notes must be included in the interim accounts if their omission would make the interim accounts misleading.
4. If the interim accounts submitted pursuant to Rule E.7 do not meet the minimum requirements set out in this Licensing Manual and Annex F of the Regulations: (i) the Club must also submit supplementary information in order to meet such minimum requirements; and (ii) the supplementary information must be separately reported on by auditors consistent with the requirements of International Standard on Related Services (ISRS) 4400.
5. If the interim accounts do not comply with the accounting requirements set out in Annex G to the Regulations, the Club must also submit to the licensor: (i) restated financial statements that meet the accounting requirements set out in Annex G, covering the same period and including comparative amounts for the previous comparative period; and (ii) a declaration by the Club's management that the restated financial statements are complete, accurate, and in compliance with the Regulations. The restated financial statements must also be separately reported on by auditors consistent with the requirements of International Standard on Related Services (ISRS) 4400.

6. 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.

7. The interim accounts must be audited by an independent auditor as set out in Annex E to the Regulations. The current regulation governing the review of interim accounts by auditors is the International Standard on Review Engagements (ISRE) (UK and Ireland) 2410.

8. In addition, the auditor must provide another statement about whether or not the interim accounts comply with the accounting requirements set out in Annex G of the Regulations. If not, the statement must include a brief description of the requirements not met. In such a case, the UEFA Club Financial Control Body will, for any Clubs subject to the monitoring provisions within the Regulations, review the transactions in detail in line with the Procedural rules governing the UEFA Club Financial Control Body.<sup>6</sup> UEFA has advised that it is to issue guidance in relation to the application of this auditor statement within the licensing process that will be shared with Clubs when received.

~~7.9.~~ A copy of the auditors' reports on the interim accounts must be submitted with the interim accounts.

~~8.10.~~ 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.

~~9.11.~~ Subject to the foregoing, compliance with Rules E.6 to E.8 will be deemed to be compliance with the UEFA criterion save that Remarks ~~9.10.2~~ to ~~9.10.4~~ of No. ~~384~~ concerning the auditors' report on the Annual Accounts shall apply, with appropriate modifications, in respect of the auditors' review of the interim accounts.

#### Documents

Interim accounts, supplementary information (if not in the interim accounts), restated financial statements and declaration by the Club's management (if required (see Remark 5, above)), and auditor statement in relation to Annex G of the Regulations.

<u>No.</u>	<u>UEFA Article</u>	<u>Grade</u>	<u>Description of UEFA Article</u>
<u>40.</u>	<u>69</u>	<u>B</u>	<u>Net Equity Rule:</u> <u>The licence applicant must report in its annual financial statements or interim financial statements (whichever close as at the 31 December preceding the deadline for submission of the application to the licensor and preceding the deadline for submission of the list of licensing decisions to UEFA) a net equity position which:</u>  <u>a. is positive; or</u>  <u>b. has improved by 10% or more since the previous 31 December.</u>

1. Save for point 5 below, a Club must report in the Annual Accounts or Group Accounts provided under Sn 38 or interim accounts if required to be provided under Sn 39 (noting Remark 1 thereof) a net equity position at 31 December which:

<sup>6</sup> UEFA has advised that it is to issue guidance in relation to the application of this auditor statement within the licensing process that will be shared with Clubs when received.

- a. is positive; or
- b. has improved by 10% or more since the previous 31 December.
2. Net equity means the residual interest in the assets of the reporting entity after deducting all its liabilities as reported in the Annual Accounts or Group Accounts provided under Sn 38 or interim accounts. If the reported assets exceed all of the liabilities, then it results in a net asset position, i.e. positive equity. If the liabilities exceed its assets, then a net liability position arises, i.e. negative equity.
3. If a Club does not comply with paragraph 1 above as at 31 December, the Club can submit a new audited balance sheet by 31 March in the Season of application in order to demonstrate that one of the conditions in Paragraph 1 above has since been fulfilled.
4. For the purpose of compliance with this criterion, equity can include subordinated loans that are, for at least the following 12 months, subordinated to all other liabilities and non-interest-bearing.
5. A Club can request an alternative assessment date if:
- a. it has an annual accounting reference date of 31 May, in which case it shall prepare interim accounts for a six-month period ending 30 November and use such interim accounts for the purposes of the net equity rule; or
- b. it has an annual accounting reference date of 30 November, in which case its Annual Accounts or Group Accounts for the reporting period ending 30 November may be used for the purposes of the Net Equity Rule.

In the cases of 5a) or 5b), all references to 31 December in this Net Equity Rule should be understood as 30 November.

6. For the avoidance of doubt the Net Equity Rule shall be assessed on the relevant Annual Accounts or Group Accounts or interim accounts that incorporate the Reporting Perimeter as set out at Sn 37.
7. Where restated Annual or Group Accounts and/or interim accounts are required to be provided under Sn 38 Remark 6 and Sn 39 Remark 5 respectively then the Net Equity Rule shall be assessed using those restated accounts.

The Net Equity Rule shall be met where a Club has demonstrated compliance with the requirements set out above.

No.	UEFA Article	Grade	Description of UEFA Article
4136.	70, 71, 72 and 73	A	No overdue payables

#### 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 ~~due to be paid by the preceding 28 February 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 and due to be paid by prior to the preceding 31 December28 February (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; and*

**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

~~1.~~—In relation to an application for the UEFA Club Licence:

~~2.~~—

~~3.1.~~ *In Rules E.9.1 and E9.2, 31 December is replaced by 28 February.*

~~3.1.1.~~ *The requirement in Rule E.9.2 as regards sums due to HM Revenue & Customs (including, for example, PAYE and NIC) applies in respect of all employed individuals; it is not limited to those individuals defined as an employee in this Licensing Manual.*

~~3.2.1.2.~~ *An “employee” under Rule E.10.1 shall also include:*

~~3.2.1.1.2.1.~~ *-the Official(s) employed or previously employed to perform any of the functions listed within Rule E.10.1 and/or those listed in Nos. 134 to 284 above;*

~~3.2.2.1.2.2.~~ *any service providers (including self-employed individuals) engaged or previously engaged by the Club to perform any of the functions listed within Rule E.10.1 and/or those listed in Nos. 134 to 284 above; and/or*

~~3.2.3.1.2.3.~~ *any Person employed or previously employed or any service providers (including self-employed individuals) engaged or previously engaged by any entity within the legal group structure or reporting perimeter of the Club to perform any of the functions listed within Rule E.10.1 and/or those listed in Nos. 134 to 284 above.*

~~3.3.1.3.~~ *As an addition to Rule E10.2, an amount shall not be considered overdue if the Club has submitted a request to H M Revenue & Customs to extend the deadline for payment of overdue PAYE and NIC and H M Revenue & Customs has confirmed, in writing, that this request has been deemed admissible and is still pending by 31 March.*

~~3.4.1.4.~~ *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:*

~~3.4.1.1.4.1.~~ *any claim brought by the Club in respect of it has, in the comfortable 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 2024;*

~~3.4.2.1.4.2.~~ *any defence of the Club to a claim brought against it by a creditor in respect of such a debt is, in the comfortable opinion of the first instance body (having taken account of any representations from the Board), manifestly unfounded.*

~~3.5.1.5.~~ 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.

~~3.6.1.6.~~ Any Contingent Sums to be considered under Rule E.9 (as amended in these Remarks) are those that become payable upon the happening of a contingent event on or before 28 February 2024~~3~~.

~~3.7.1.7.~~ Image Contract Payments (as defined at Rule A.1.44~~2~~127) shall be considered as payables falling within Rule E.9.2 and Article 71 of the Regulations.

~~3.8.1.8.~~ 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 comfortable satisfaction of the first instance body that it has taken all reasonable measures to identify and pay a creditor club.

~~3.9.1.9.~~ A Club shall prove that as at 31 March 2024~~3~~, it does not have any overdue payables due to UEFA (including, but not limited to, from any decisions made by the Club Financial Control Body), additional entities designated by UEFA and to The Football Association as a result of obligations due to be paid by 28 February 2024~~3~~.

4.2. The Club will be required to provide the following to the licensor:

4.4.2.1. The Compensation Fee Analysis (as defined below).

4.2.2.2. In relation to employees, Form UL3 which is signed by an Authorised Signatory to confirm that the table is complete, accurate and in compliance with these regulations.<sup>7</sup> Copies of any documentation in support of the application of Rule E.10.2, if applicable, should be submitted for consideration. The Club must also reconcile its liabilities as set out in Form UL3 with its accounting records.

4.3.2.3. In relation to “pay as you earn” tax and national insurance contributions arising from contractual agreements with all employed individuals, Form UL3 (together with supporting documentation) which is signed by an Authorised Signatory to confirm that the table is complete, accurate and in compliance with these regulations or Form UL4. The Club must reconcile its liabilities as set out in Form UL3 with its accounting records.

4.4.2.4. A declaration confirming the total payables to UEFA (including, but not limited to, from any decisions made by the Club Financial Control Body), additional entities designated by UEFA and / or to The Football Association and the absence or existence of overdue payables.

5.3. Each Club must provide an analysis on a player by player basis (“the **“Compensation Fee Analysis”**”) which must **be prepared even if there have been no transfers/loans during the relevant period, and which must** include the following:<sup>8</sup>

5.1.3.1. all new player registrations (including Temporary Transfers, but excluding players returning to a Club from a Temporary Transfer) in

<sup>7</sup> The information provided in respect of Players and Managers may be independently verified as follows:

- (a) 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; and
- (b) 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.

<sup>8</sup> The information provided may be independently verified, for example:

- (a) in relation to domestic transfers, by reference to the clearing house system operated under Rule V.29; and
- (b) 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 C157~~60~~.

the twelve month period to 28 February 2024~~3~~ (irrespective of whether there is an amount outstanding);

~~5.2.3.2.~~ all transfers for which a payable is outstanding as at 28 February 2024~~3~~ (whether it relates to the release or registration of a player and irrespective of when the transfer was undertaken);

~~5.3.3.3.~~ all transfers subject to any amounts disputed as at 28 February;

~~5.4.3.4.~~ in respect of each transfer:

~~5.4.1.3.4.1.~~ the relevant player's name and date of birth and the date of the transfer agreement;

~~5.4.2.3.4.2.~~ the name of the football club which is the creditor;

~~5.4.3.3.4.3.~~ the total sums paid or payable in respect of Compensation Fees, accrued Contingent Sums and Loan Fees (to include those items set out in Remark 1.6 above);

~~5.4.4.3.4.4.~~ other direct costs of the player's registration paid or payable;

~~5.4.5.3.4.5.~~ any other compensation paid or payable falling within the scope of a transfer agreement;

~~5.4.6.3.4.6.~~ amounts settled before 28 February 2024~~3~~ and the payment date(s);

~~5.4.7.3.4.7.~~ the balance payable as at 28 February 2024~~3~~, including the due date(s) for each unpaid element;

~~5.4.8.3.4.8.~~ amounts overdue as at 28 February 2024~~3~~, including the due date(s) for each unpaid element and, if applicable, amounts settled between 28 February 2024~~3~~ and 31 March 2024~~3~~ together with the settlement dates as well as any remaining overdue payable as at 31 March 2024~~3~~ (rolled forward from 28 February);

~~5.4.9.3.4.9.~~ amounts deferred by way of a written agreement as at 28 February 2024~~3~~ including the original and new due date(s) for each deferred element, and the date on which a written agreement between the parties was concluded;

~~5.4.10.3.4.10.~~ amounts disputed or subject to proceedings set out in Rule E.10.2 as at 28 February 2024 including the case references and a brief description of the positions of all involved parties; and

~~5.4.11.3.4.11.~~ any conditional amounts (contingent liabilities) not yet recognised in the balance sheet as at 28 February 2024~~3~~;

~~5.5.3.5.~~ where amounts are overdue, deferred or disputed, supporting documentation and explanation is to be provided. –A creditor not requesting payment of an amount does not constitute an extension of the deadline;

~~5.6.3.6.~~ a signature by the Authorised Signatory confirming that the Compensation Fee Analysis is complete, accurate and in compliance with the Regulations.

~~6.4.~~ The Club must reconcile its liabilities as set out in the Compensation Fee Analysis with the Club's accounting records.

Compliance with Rule E.9 (as amended by the Remarks) and the Remarks above will be deemed to be in compliance with the UEFA criteria.

#### Documents

- The Compensation Fee Analysis as described above.
- Form UL1
- Form UL3
- Documentation in support of the application of Rule E.10.2, if applicable, as described in point 35 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 the individual and that 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
4237.	74	A/B <sup>6</sup>	<b>Future Financial Information:</b> The Club must prepare and submit future financial information to demonstrate to the licensor its ability to continue as a going concern until the end of the licence season if the auditor's report in respect of the annual financial statements or interim financial statements submitted in accordance with Article 66 and Article 68 includes, regarding the going concern, an emphasis of matter, a key audit matter or a qualified opinion/conclusion.

#### 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

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

**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.

#### Remarks

1. In relation to an application for a UEFA Club Licence:
  - ~~1.1.~~ 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;
  - ~~1.1.2.~~ [the projected balance sheet to be submitted pursuant to Rule E.11 is to include for comparison a balance sheet as at the date of the interim accounts submitted pursuant to Rule E.6 and balance sheet as at the date of the Annual or Group Accounts submitted pursuant to Rule E.3.](#)
  - ~~1.2.1.3.~~ the content of the Future Financial Information shall be consistent with the disclosure requirements and accounting principles set out in this Manual and the Regulations (see Annex F and Annex G of the Regulations) 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; and
  - ~~1.3.1.4.~~ the approval provided by the Club's board of directors must also include a declaration that the Future Financial Information is complete, accurate and in compliance with the Regulations.
2. 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, Future Financial Information must be submitted and will be subject to assessment to include the following: minimum checks:
  - 2.1. a check to ensure compliance with Rules E.11 and E.12;
  - 2.2. checks for mathematical accuracy;
  - 2.3. a through discussion with the Club's management and review of the Future Financial Information and a determination as to whether the Future Financial Information has been prepared using disclosed assumptions and risks;
  - 2.4. a check that the opening balances contained within the Future Financial Information are consistent with the balance sheet in the immediately preceding Annual Accounts or interim accounts; and
  - 2.5. if applicable, consideration of any other documentation that supports or otherwise relates to the Future Financial Information.
3. Failure to submit Future Financial Information in the circumstances set out in point 2 above 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 Licensing Season, will result in the Club's application for a UEFA Club Licence being refused.
4. In all other circumstances, failure to submit Future Financial Information will not lead to refusal of the Club's application for a 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 will be dealt with under Section W as a breach of the

Rules, and may also be taken into account by the Board under Rule E.14-15 (see in particular Rule E.154.3).

5. 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 2024~~3~~/2025~~4~~.

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 Sustainability Regulations (Edition 2023~~2~~) and to be accountable for any consequences of an entity included in its reporting perimeter not abiding by those requirements;
- (2) the documents which are or have previously been submitted in support of the application are complete, accurate and in compliance with the requirements of the Licensing Manual and the UEFA Club Licensing and Financial Sustainability Regulations (Edition 2023~~2~~) and the Licensing Manual as of the date of this application;
- (3) the Club authorises the League, the FA's UEFA Club Licensing Committee, the UEFA administration and the UEFA Organs for the Administration of Justice 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 Sustainability Regulations (Edition 2023~~2~~). It further authorises those bodies to seek information from any relevant public authority or private body in accordance with national law;
- (4) the Club undertakes to promptly inform the League about any Significant Change or Event or Condition of Major Economic Importance (including any Significant Changes referred to in paragraph 10.2 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 and Security Officer
- Media Officer (Rule J.1.3)
- Match Organisation Officer
- First Team Doctor (Rule O.4)
- Senior Physiotherapist (Rule O.12)
- Academy Doctor (Youth Development Rule ~~405~~106)
- Manager (Rule P.4)
- First Team Assistant Coach (Rule P.13)
- First Team Goalkeeper Coach
- Academy Manager – (Youth Development Rule ~~58~~59)
- Youth Coaches
- Youth Goalkeeper Coach
- Supporter Liaison Officer (Rule J.1.4)
- Disability Access Officer (Rule J.1.5)
- Football Social Responsibility Officer

- (6) the Club acknowledges that UEFA reserves the right to execute compliance audits (in the presence of the Football Association and the League) in accordance with Article 99 of the UEFA Club Licensing and Financial Sustainability Regulations (Edition ~~2023~~2);
- (7) the Club recognises as legally binding the statutes, regulations, directives and decisions of FIFA, UEFA, the Football Association and the League and 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 ~~2024~~3/~~2025~~4 in any UEFA Club Competitions for which it qualifies (subject to the grant of a UEFA Club Licence) and, at national level, to play in competitions recognised and endorsed by the Football Association;
- (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~~25) 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~~26;
- (10) the Club's reporting perimeter has been defined in accordance with Article 65 of the UEFA Club Licensing and Financial Sustainability Regulations (Edition ~~2023~~2) and No. ~~37~~3 to the Licensing Manual-;
- (11) all revenues and costs related to each of the football activities set out at Article 65.03 of the UEFA Club Licensing and Financial Sustainability Regulations (Edition ~~2023~~2) and Remarks 1 and 2 to No. ~~37~~3 of the Licensing Manual have been set out in the Annual Accounts or the Group Accounts provided pursuant to Rule E.3 (**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 Remark 3 to No. ~~37~~3**); and



- (12) all material alterations pursuant to paragraph 2.5.2 have been disclosed to the League and UEFA.

#### Declaration

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

- (13) 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 Sustainability Regulations (Edition 2023~~2~~) that may have applied from time to time;
- (14) the confirmations provided in this form are true to the best of my knowledge and belief.
- (15) 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 Sustainability Regulations (Edition 2023~~2~~);
- (16) 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;
- (17) insofar as is reasonably practicable, the indemnity referred to at paragraph 16, 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
- (18) the indemnity granted pursuant to paragraph 16, 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, SERVICE PROVIDERS, HMRC, UEFA AND THE FOOTBALL ASSOCIATION

1: CONFIRMATION OF PAYMENT OR DEFERRED PAYMENT TO EMPLOYEES (as defined under Rule E.10.1 and Remark 1.23 to No. 4136 of the Licensing Manual)

Amount payable as at 28 February 2024	
Amount deferred as at 28 February 2024	
Amount disputed as at 28 February 2024	
Amount overdue as at 28 February 2024	
Amount overdue as at 28 February 2024 that remains overdue as at 31 March 2024	

If no such amounts are payable, deferred, disputed or overdue then "Nil" should be entered.

The following information must be stated in respect of each overdue, deferred or disputed amount as at 28 February 2024:

Employee name/service provider and function/position	Date started	Date terminated (if applicable)	Amount overdue, deferred or disputed as at 28 February 2024 (including due date(s) for payment)	Amounts settled between 28 February and 31 March 2024 (including the settlement date(s))	Amount overdue, deferred or disputed as at 31 March 2024

In each case full details must be provided as to why an amount is overdue, deferred or disputed including copies of supporting documentation such as deferral agreements or litigation or other dispute resolution procedures.

2: PAYE & NIC IN RESPECT OF ALL EMPLOYED INDIVIDUALS

Amount payable as at 28 February 2024  
 Amount payable as at 28 February 2024 subsequently paid (Note 1)  
 Amount payable overdue as at 28 February 2024 still outstanding (Note 3)  
 Amount payable overdue as at 28 February 2024 that remains overdue as at 31 March 2024 which remains outstanding (Note 3)  
 Amount as at 28 February 2024 subject to a payment agreement with HMRC (Notes 2 and 3)  
 Amount as at 28 February 2024 in dispute and not reported as overdue (Note 3)  
 Amount subject to a pending decision by the competent authority as at 28 February 2024 (Note 3)


If no such amounts are payable, subject to a payment agreement or in dispute then "Nil" should be entered.

The Club confirms that the information declared on this Form is complete, accurate and in compliance with the Regulations 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 under Rule E.10.1 and Remark 1.23 to No. 4136 of the Licensing Manual); and
- (c) all sums payable in respect of PAYE and NIC of all employed individuals; and
- (d) all Image Contract Payments paid pursuant to Image Contracts whose beneficiaries are Players; and
- (e) all sums due to UEFA (including arising from decisions of the Club Financial Control Body) and the Football Association

have been paid on their due dates save for those to which Rule E.10.2 as amended in the Licensing Manual applies.

Further details of any amounts payable on or before 28 February 2024~~3~~ in respect of (a) to (e) above which were unpaid as at 31 March 2024~~3~~ or to which Rule E10.2 as amended in the Licensing Manual applies 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 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 28 February 2024~~3~~ 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 overdue, deferred, disputed or pending amount must be attached. This must include, at a minimum, the following information: (i) details in respect of the amount overdue, including the due date for payment, any amounts settled between 28 February 2024~~3~~ and 31 March 2024~~3~~ (if applicable) together with the settlement date and any amount remaining outstanding as at 31 March 2024~~3~~; (ii) details in respect of any amounts deferred, including the original and new date(s) for each deferred element and the date when a written agreement was concluded; (iii) amounts subject to a pending decision by the competent authority and a brief description of the Club's request; and (iv) amounts disputed, including the case references and a brief description of the positions of all involved parties.

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 *28 February 2024*<sup>3</sup>

**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 2024~~3~~/2025~~4~~, 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 or Condition of Major Economic Importance has occurred;
- (7) no Event of Insolvency (as defined in Premier League Rule E.~~23~~25) has occurred to the Club or any Parent Undertaking included in the Group Accounts submitted pursuant to Rule E.3 since 1 June ~~2022~~2023; and
- (8) all documents submitted by the Club in support of its application for a UEFA Club Licence are complete and accurate and in compliance with the requirements of the Licensing Manual and there have been no Significant Changes (or similar) 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 .....

**Disclosure of Interests Form**

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

In connection with the Club's application for a UEFA Club Licence made during Season ~~2022/23~~2023/24, I acknowledge the content of the UEFA Licensing Manual Serial no.354 - Remark 6 that requires the disclosure of:

	<b>Requirement</b>	<b>Name and, if applicable, legal form</b>	<b>Main activity</b>	<b>If applicable, % ownership interest and, if different % voting rights in respect of Club</b>	<b>If applicable, nature of Significant Influence*</b>	<b>If applicable, names of key management personnel*</b>	<b>Related football clubs*</b>
1	Details of the ultimate controlling party of the Club						
2	Details of the ultimate beneficiary of the Club, i.e. a natural person on whose behalf an entity or arrangement is owned or controlled or a transaction is conducted						

3	Details of any Person* that has Significant Influence* in respect of the Club					
---	---	--	--	--	--	--

As at the balance sheet date of the Club's Annual Accounts and to date\*, I confirm that the above information is complete and correct to the best of my information and belief.

\* See Guidance Notes

Signed .....

Authorised Signatory on behalf of the Club

Name .....

Position .....

Date .....

Signed .....

Authorised Signatory on behalf of the Club's ultimate controlling party

Name .....

Position .....

Date .....



## **Guidance Notes**

The Disclosure of Interests Form is to be completed as at the balance sheet date of the Club's Annual Accounts, and to the date of signature by the Authorised Signatory on behalf of the Club and the authorised signatory on behalf of the Club's ultimate controlling party. If the information differs between the two periods, please complete and submit the table set out at Annex A, below.

## **Definitions**

**"Key Management Personnel"** means persons having authority over and responsibility for planning, directing and controlling the activities of an entity, directly or indirectly, including but not limited to any director (executive or otherwise) of the entity.

**"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 (such defined terms having the meanings given to them in the Rules).

**"Significant Influence"** means the power to participate in the financial, operating or sporting policies of the Club, but not in control or joint control of the Club, by means of share ownership, voting power, constitutional documents (statutes), agreement, or otherwise. Examples of Significant Influence including a party:

- (a) holding, directly or indirectly, between 20% and 50% of the shareholders' or members' voting rights;
- (b) having the ability to influence the appointment or removal of a majority of the members charged with the governance of the Club (e.g. any administrative, management or supervisory bodies of the Club);
- (c) being a minority shareholder or a member of the Club and alone, pursuant to an agreement entered into with other shareholders or members of the Club or by any other means, being able to exercise any Significant Influence (including as defined under (a) and (b) above);
- (d) providing in one reporting period either alone or in aggregate with parties under the same ultimate controlling party or government (excluding UEFA, a UEFA member association and an affiliated league) an amount equivalent to at least 30% of the Club's total revenue for the same period

**"Related football clubs"** means any other football club in respect of which the party, or any of its key management personnel, has any ownership interest, voting rights or membership or any other involvement or influence whatsoever.

**ANNEX A**

*If a change occurs to the information set out in the table above between the balance sheet date of the Club's Annual Accounts, and to the date of signature by the Authorised Signatory on behalf of the Club and the authorised signatory on behalf of the Club's ultimate controlling party, please complete the below table.*

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

In connection with the Club's application for a UEFA Club Licence made during Season ~~2022/23~~2023/24, I confirm the following changes to the information set out above have occurred between the balance sheet date of the Club's Annual Accounts and the date of signature above:

	<b>Person to whom the change relates to</b>	<b>Date on which the change occurred</b>	<b>Description of the purpose of and reasons for the change</b>	<b>Implications for the Club's financial, operating and sporting policies</b>	<b>Description of any impact on the Club's equity or debt situation</b>
1					
2					
3					
4					
5					