



Rules and Regulations of The Association

Season 2016-2017

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N.B. Amendments made to regulations since the publication of the last edition are marked with side rules. The latest version of all FA Rules and Regulations can be found on www.TheFA.com and FIFA Regulations and the Laws of the Game can be accessed on www.fifa.com.

INTRODUCTION BY THE ACTING CHAIRMAN

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

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

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

Football has rules to protect those who take part in it and I hope that every recipient of the 2016-2017 Handbook, whatever his or her involvement in the game, will find it a helpful reference book during what I hope will be another exciting season.

DAVID GILL – ACTING CHAIRMAN, THE FOOTBALL ASSOCIATION

THE FOOTBALL ASSOCIATION

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

Patron

Her Majesty The Queen

President

HRH The Duke of Cambridge, KG KT

Life/Senior Vice-Presidents

T Myatt (1978), Staffordshire FA
G Thompson, OBE, JP (1979), Sheffield & Hallamshire FA
P Rushton (1974), Worcestershire FA
DJ Insole, CBE (1979), Cambridge University FA
N White, BEM, FAIA (1976), Liverpool FC
L F J Smith (1982), Surrey FA
WT Annable (1967), Nottinghamshire FA
RG Berridge (1976), Bedfordshire FA
RE Barston (1981), Leicestershire & Rutland FA
AJ Hobbs (1983), Somerset FA
JJ Waterall (1986), Nottinghamshire FA
RW Kiddell, OBE, JP, ACII (1980), Norfolk FA
PS Hough (1988), Dorset FA
FLJ Hunter (1988), Liverpool FA
K Compton (1988), Derbyshire FA
JA Christopher (1990), Berks & Bucks FA
D Henson (1986), Devon FA
B Walden (1991), Northamptonshire FA
CJ Saunders (1982), Independent Schools FA
MM Armstrong (1985), Huntingdonshire FA
CB Taylor (1991), Barnsley FC
Sir DG Richards (1994), The Premier League

Vice-Presidents

BJ Adshead (1997), Staffordshire FA
PR Barnes (1997), Dagenham & Redbridge FC
BW Bright (1984), Kent FA
RF Burden, FCIB, MBCS, FRSA (1995), Gloucestershire FA
MR Leggett (1992), Worcestershire FA
PJ Clayton (1997), Middlesex FA

Honorary Vice-Presidents

Rear Admiral C Johnstone, CBE

Air Chief Marshal Sir SJ Hillier, KCB, CBE, DFC, MA, RAF

Brigadier M Mitchell, MBE

Honorary Members

Sir Bobby Charlton, CBE (1978-90, 1991)

C Jones (1995)

Mrs PF Smith, OBE (1998)

KW Ridden (2000)

Lt Cdr PJW Danks, RN (2001)

MR Berry (2002)

Gp Capt PW Hilton, RAF (2002)

FD Pattison (2004)

Sir Doug Ellis, OBE (2004-05, 2006)

R Tinkler (2005)

IH Stott (2005)

DJ Lewin (2006)

M Gibson (2006)

JW Coad, ACII (2009)

ACF Turvey, FCIM (2009)

DB Dein (2009)

MG Benson (2010)

DR Sheepshanks, CBE (2011)

DJ Hovard (2011)

BW Moore (2011)

RD Bayley (2012)

P Coates (2013)

RJ Howlett JP (2013)

D Bernstein, CBE (2013)

Lt Cdr Steve Vasey (2014)

Sir Trevor Brooking, CBE (2015)

M Game (2015)

J Perks (2015)

T Sharples (2015)

Chief Executive Officer

M Glenn

THE COUNCIL FOR 2016-2017*Acting Chairman*

D Gill (2004)

Leader of Council

BW Bright (1984), Kent FA

Vice-Chairmen

National Game: BW Bright (1984), Kent FA

Professional Game: D Gill, (2004), Premier League/Manchester United FC

Life/Senior Vice-Presidents

T Myatt (1978), Staffordshire FA

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FLJ Hunter (1988), Liverpool FA

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BW Bright (1984), Kent FA

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

PJ Clayton (1997), Middlesex FA

MR Leggett (1992), Worcestershire FA

Divisional Representatives

1. D Robinson (2007), Billingham Synthonia FC
2. R Coar (2001), Blackburn Rovers FC
3. A Shaw (2009, 2012), Altrincham FC
4. tbc
5. M Wild (2015), Hull City FC
6. A Neville (2013), Leicester City FC
7. S Webb (2014), Ipswich Town FC
8. C Reeves (2012), Poole Town FC
9. IL Beeks MBE JP (2007, 2008), Wycombe Wanderers FC
10. JD Pearce (2001), Bognor Regis Town FC

County Association Representatives

Amateur Football Alliance	M Brown (2007)
Army	Major WTE Thomson (2001)
Bedfordshire	R Everitt (2015)
Berks & Bucks	RA Lipscombe (2010)
Birmingham	M J Penn (2013)
Cambridgeshire	R Pawley (2009)
Cambridge University	Dr J A Little (1999)
Cheshire	DD Edmunds (2004)
Cornwall	G Lee (2005)
Cumberland	G Turrell (2007)
Derbyshire	F McArdle (2008)
Devon	C Davey (2008)
Dorset	S Whittle (2009)
Durham	JC Topping (2007)
East Riding	J Suddards (2013)
English Schools	M Spinks (2015)
Essex	A Berry (2015)
Gloucestershire	R Schafer (2013)
Hampshire	EJ Ward (1998)
Herefordshire	P Tompkins (2015)
Hertfordshire	M Bayliss (2014)
Huntingdonshire	MC Frost (2005)
Independent Schools	DR Elleray MBE (2002)
Kent	PCB Smith (2005)
Lancashire	G Blakeley (2016)
Leicestershire & Rutland	D Jamieson (2008)
Lincolnshire	RC Jackson (2005)
Liverpool	D Horlick (2009)
London	G Dorling (2015)
Manchester	C Bridgford (2016)
Middlesex	JRW Taylor (2015)
Norfolk	S Turner (2013)
Northamptonshire	R Cotter (2009)

North Riding	WL Scott (2015)
Northumberland	J Ackerley (2016)
Nottinghamshire	Ms E Oram (2007)
Oxfordshire	D Tutton (2011)
Oxford University	R Tur (2002)
Royal Air Force	Wing Cdr N Hope MBE (2008)
Royal Navy	S Johnson (2014)
Sheffield & Hallamshire	B Jones (2008)
Shropshire	D Simpson (2007)
Somerset & Avon	AP Hockley (2005)
Staffordshire	M Stokes (2013)
Suffolk	B Badcock (2014)
Surrey	RS Lewis (2002)
Sussex	A J Kybett (2013)
Westmorland	G Aplin (2003)
West Riding	B Chaplin (2012)
Wiltshire	RJ Gardiner (2010)
Women's Football Conference	Mrs S Hough MBE (2000) TKT Win (2007)
Worcestershire	R Northall (2011)

Representatives of The Premier League

P Alexander (2014), Crystal Palace FC
 D Barnard (2007), Chelsea FC
 R Caplehorn (2016), Tottenham Hotspur FC
 I Gazidis (2012), Arsenal FC
 D Gill (2004), Manchester United FC
 P McCormick (2015), Premier League
 J Mostyn (2012 – 2015, 2016), Bournemouth AFC
 L Reed (2015), Southampton FC

Representatives of The English Football League

P Barber (2016), Brighton & Hove Albion FC
 R Bowker CBE, (2012), Football League Independent Director
 S Curwood (2016), Fleetwood Town FC
 I Lenagan (2013), EFL Chairman
 J Moxey (2010, 2013), Wolverhampton Wanderers FC
 K Meire (2016), Charlton Athletic FC
 J Nixon (2013), Carlisle United FC
 J Rodwell (2014), Scunthorpe United FC

Other Representatives

The National League	C Clapham MBE (2007) B Barwick (2015)
The Northern Premier League	M Harris (2016)
The Southern League	A Hughes (2016)
The Isthmian League	N Robinson (2008)
Referees' Association	D Crick (2013)
League Managers' Association	H Wilkinson (2007)
Professional Footballers Association	G Taylor OBE (2007)
Supporters' Representative	Dr M Clarke (2007)
Independent Non-Executive Directors	R Devlin (2012) Ms H Rabbatts CBE (2012)
Inclusion Representatives	R Akhtar (2014) Paul Elliott CBE (2015)
Disability Football Representative	C Chaytors (2008)
Chief Executive Officer	M Glenn

COMMITTEE MEMBERSHIP - SEASON 2016-2017**FA Board***Acting Chairman*

David Gill

NG Reps

Barry Bright, Bob Cotter, Mervyn Leggett and Jack Pearce

PG Reps

David Gill, Peter McCormick, Jez Moxey and James Rodwell

Independent Non-Executive Directors

Roger Devlin and Heather Rabbatts

Chief Executive Officer

M Glenn

Football Regulatory Authority*NG Reps*

Dave Edmunds, David Elleray, Nick Robinson and Richard Tur

PG Reps

Rob Coar, Richard Bowker, Peter McCormick and Rebecca Caplehorn

Non Council Commissioners

Perry Nove, David Thomson, Graeme Le Saux and Chris Brady

Judicial Panel

Gary Aplin, Peter Barnes, Barry Bright (Vice-Chairman), Roger Burden (Chairman), Malcolm Clarke, Peter Clayton, Sue Hough, Brian Jones, Geoff Lee, Ray Lewis, Jez Moxey, Andrew Neville, Elaine Oram, Roger Pawley, Jack Pearce, Chris Reeves, David Simpson, Geoff Thompson, Billy Thomson, Paul Tompkins, Shaun Turner, Matt Wild and Thura Win

Alliance

Bruce Badcock, Brian Barwick, Alec Berry, Charles Clapham, George Dorling, Mark Harris, Anthony Hughes, Jack Pearce (Chairman), Chris Reeves, David Robinson, Andy Shaw (Vice-Chairman) and Richard Tur

Co-opted Members

Chairman of the Leagues Cte and Chairman of the Sanctions & Registrations Cte

Observer

Representative from the Steps 5/6 Leagues Focus Group

Leagues

Bruce Badcock, Barry Chaplin, Chris Davey, Mark Frost, Mark Harris, Anthony Hughes, Mervyn Leggett, Ray Lewis (Chairman), Mike Penn, Nick Robinson (Vice-Chairman), Andy Shaw, Michael Stokes, John Suddards and John Ward

Co-opted Member

Representative from the Step 5/6 Leagues Focus Group

Membership

Ron Barston, Malcolm Clarke (Vice Chairman), David Crick, Chris Reeves, Richard Gardiner, Katrien Meire, Jeff Mostyn, Jez Moxey, Roy Northall, David Simpson, Philip Smith (Chairman) and Sally Webb

Protocol

Maurice Armstrong (Vice-Chairman), Ray Berridge, Peter Hockley (Chairman), Sue Hough, Doug Insole, Andrew Neville, Percy Rushton, Chris Saunders, Sir Dave Richards, Barry Taylor, Gordon Taylor and Noel White

Co-opted Members

Chairman of Panel of Ambassadors
Chairman of The FA Challenge Cup Committee

Referees

Maurice Armstrong, Peter Barnes, Ron Barston, Alec Berry, Barry Chaplin, David Crick, David Elleray (Chairman), David Horlick (Vice-Chairman), Sue Hough, Roger Pawley, Mike Penn and Roy Schafer

Co-opted Member

Mike Riley – FIFA Referees' Committee

Representative Matches

Martin Bayliss, Mike Brown, Chris Davey, Richard Everitt, John Little, Steve Johnson, Roy Northall, Len Scott, Andy Shaw (Chairman), Billy Thomson, Geoff Turrell (Vice-Chairman) and Paul Tompkins

Co-opted Member

Nominee of the National League

Sanctions & Registrations

Malcolm Clarke, Neil Hope, David Jamieson, John Nixon, Nick Robinson (Chairman), Mike Stokes, John Topping (Vice-Chairman), Shaun Turner, Brian Walden, Sally Webb, Matt Wild and Thura Win

Women's

Rimla Akhtar, Gary Aplin, Peter Hough, Sue Hough (Chair), Reg Jackson, Ray Kiddell, Geoff Lee, Mervyn Leggett, Elaine Oram (Vice-Chair), Mike Penn, Mike Spinks, John Taylor and Thura Win

Co-opted Members

Karen Falconer, Women's Football Conference Simone Pound, Professional Footballers Association
Greg Petts, Southern Rep for Women's Football Conference

Youth

Brian Adshead, Robert Cotter (Vice-Chairman), Steve Curwood, Dave Edmunds, Richard Gardiner, Neil Hope, David Horlick, Brian Jones, John Nixon, David Simpson (Chairman), Mike Spinks, John Suddards and David Tutton

Ambassadors:

Maurice Armstrong, John Waterall, Jack Pearce and Chris Saunders

National Game Board

Brian Adshead (Council), Barry Bright (Board), Bob Cotter (Board), Mark Frost (Council), Neil Hope (Council), Sue Hough (Council), Geoff Lee (Council), Mervyn Leggett (Chairman), Jack Pearce (Board), David Robinson (Competitions Committees), Philip Smith (Council), Mike Spinks (Schools Committees), John Topping (Council) and Shaun Turner (Council)

Trophy

John Ackerley, Gary Aplin, Brian Barwick (Vice-Chairman), Geoff Blakeley, Charles Clapham, George Dorling, Mark Harris, Dave Henson, Richard Lipscombe, Mike Penn, Len Scott and Philip Smith (Chairman)

Ambassadors

Dave Edmunds, Nick Robinson and Andy Shaw

Vase

Chris Davey, Mark Frost, Reg Jackson (Vice-Chairman), David Jamieson, John Little (Chairman), David Robinson, Roy Schafer, Paul Tompkins, Geoff Turrell, David Tutton, John Ward and John Waterall

Ambassadors:

Fred Hunter, Geoff Lee, Mervyn Leggett and Roger Pawley

Sunday Cup

Martin Bayliss, Colin Bridgford, Barry Chaplin (Vice-Chairman), Richard Everitt, Peter Hockley, Fred Hunter, Steve Johnson, Elaine Oram, David Robinson (Chairman), John Taylor and Stephen Whittle

Ambassadors:

Peter Clayton

Football Development

John Ackerley, Rimla Akhtar, Ray Berridge, Roger Burden, Colin Chaytors, Peter Clayton, David Ellera, Neil Hope (Vice-Chairman), Steve Johnson, Geoff Lee (Chairman), John Little, Chris Saunders and Mike Spinks

Co-opted Members:

Paul Elliott, Julie Mills, English Colleges FA, John Brookstein, British Universities College Sport, and Kieran Laverick – FA Youth Council

Small-Sided

Mike Brown (Vice-Chairman), Martin Bayliss, Robert Cotter, Dave Henson (Chairman), Peter Hough, Fred Hunter, Reg Jackson, Tony Kybett, Richard Lipscombe, Shaun Turner, Brian Walden and John Waterall

National Game Finance

Brian Barwick, Alec Berry, Barry Bright (Vice-Chairman), Roger Burden (Chairman), Colin Chaytors, Charles Clapham, David Crick, Richard Everitt, David Jamieson, Frank McArdle, Geoff Thompson and Billy Thomson

Business Development

Colin Bridgford, Mike Brown (Vice-Chairman), Mark Frost, Richard Gardiner, Richard Lipscombe, Roy Northall, Roy Schafer, Philip Smith (Chairman), John Suddards, David Tutton, Richard Tur, John Ward and Thura Win

League Finance

Brian Adshead, Bruce Badcock (Vice-Chairman), Barry Bright (Chairman), Robert Cotter, Dave Edmunds, David Horlick, Brian Jones, Ray Kiddell, Frank McArdle, Roger Pawley, Jack Pearce and Stephen Whittle

Facilities

Gary Aplin, Geoff Blakeley, Colin Chaytors, George Dorling, Peter Hockley (Chairman), Mervyn Leggett, Len Scott, Michael Stokes, Geoff Turrell (Vice-Chairman), Sally Webb and Steve Whittle

Co-opted Members

David McDermott – Football Foundation

Disability Football

Brian Adshead, Mike Brown, Neil Hope, Sue Hough, Tony Kybett, Ray Lewis, John Ward and Mike Spinks

Independent Advisors:

To be confirmed

Professional Game Board

Paul Barber (English Football League), Ivan Gazidis (Premier League), David Gill (Premier League), Ian Lenagan (English Football League), Peter McCormick (Premier League), Jez Moxey (English Football League), Les Reed (Premier League) and Jim Rodwell (English Football League)

FA Challenge Cup

Cliff Crown (EFL appointment)
Steve Curwood (EFL appointment)
Debbie Jevans (EFL appointment)
John Nixon (EFL appointment)

Phil Alexander (PL appointment)
David Barnard (PL appointment)
Andrew Neville (PL appointment)
Jeff Mostyn (PL appointment)

Brian Adshead (NG appointment)
Peter Clayton (NG appointment)
Ray Lewis (NG appointment)
John Topping (NG appointment)

STANDING ORDERS FOR THE CONDUCT OF BUSINESS AT MEETINGS OF COUNCIL OF THE FOOTBALL ASSOCIATION LIMITED (THE "COUNCIL") AND COMMITTEES OF COUNCIL adopted by Council on 29th May 2007 as revised on 9 April 2014

("THE STANDING ORDERS")

GENERAL

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

MEETINGS OF COUNCIL

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

NOTICE AND BUSINESS OF MEETINGS

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

QUORUM

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

CONDUCT OF MEETINGS OF COUNCIL

- 12 The Leader of Council or, in his absence, a Vice-Chairman shall preside as chairman at a meeting of Council.
- 13 If at any meeting neither the Leader of Council nor a Vice-Chairman is present within fifteen minutes after the time appointed for holding the meeting, the Members of Council present shall choose one of their number to be chairman of the meeting.

-
- 14 The chairman of the meeting may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 15 The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without setting a time or to another time or place where it appears to him that:
- (a) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
 - (b) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 16 The conduct of a meeting of Council and the order of proceedings shall be at the discretion of the chairman of the meeting. The order of proceedings at a meeting of Council shall generally be as follows:
- (a) the minutes of the previous meeting of Council shall be presented to the meeting and voted upon. Where the minutes are approved, the chairman of the meeting shall sign them;
 - (b) any apologies or other correspondence the chairman of the meeting deems necessary or appropriate to present to the meeting shall be read out;
 - (c) the chairman of the meeting shall make a general report on matters considered by the Board and its committees since the previous meeting of Council, including a report on any changes to the Board's strategic plan for The Association;
 - (d) a member of the Board shall present any written report from the Board to Council;
 - (e) an authorised representative of the Football Regulatory Authority shall make a verbal report on regulatory issues arising since the previous meeting of Council and shall be available to answer questions on matters on the operation of the Football Regulatory Authority;
 - (f) the chairman of the meeting may invite debate by Council on any current and significant issues relating to football;
 - (g) the minutes and reports of all meetings of Committees of Council shall be presented to the meeting for debate and for adoption by the chairman of each Committee of Council, or, in his absence, a member of such Committee of Council, who shall make a summary report on matters of particular interest in the minutes and reports. The meeting shall consider the minutes and reports and any Member of Council may speak on any matter mentioned in the minutes and reports and may make a motion thereon, provided that notice of any question has been given in writing 3 days or more before the meeting. A report of a committee meeting may not be made in the absence of written minutes and reports, save with the consent of the chairman of the meeting. Where such consent is given, the meeting of Council may consider such matter as an extraordinary item;
 - (h) any proposals to amend the Articles, the Rules or any regulations shall be considered and, if thought fit, approved;
 - (i) any proposals put forwards by any of the Committees of Council, including changes to composition of Council originating from the Protocol Committee (as referred to in Standing Order 53), shall be considered and, if thought fit and be approved;
 - (j) if relevant, the appointment, re-appointment or removal of the Chairman and Leader of Council and any other appointments, removals or elections (as required) shall be considered; and

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

VOTING

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

- 25 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote.

WHO MAY TAKE UP BUSINESS UNDER NOTICE

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

OBJECTIONABLE BUSINESS

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

RECONSIDERING A DECISION

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

LEADER OF COUNCIL

- 30 Members of Council shall elect one of the non-executive Directors to be the Leader of Council. Nominations, proposed and seconded by Members of Council, shall be given to the Secretary in writing at least 21 days in advance of the date on which the election is to be held.
- 31 Subject to Standing Orders 33 and 40, the term of office of the Leader of Council shall be three years. No person may be the Leader of Council for more than two terms. Where appointed at a Summer Meeting, the first term shall be deemed to have commenced at the date of the Summer Meeting. Where appointed at any other time, the term of office shall be deemed to have commenced at the date of the next Summer Meeting.
- 32 At the end of his first term, the Leader of Council shall be eligible for reappointment without further nomination. Other candidates may be proposed and seconded by Members of Council and given to the Secretary in writing at least 21 days in advance of the date on which the election is to be held.
- 33 Council shall have the power to remove the Leader of Council from his office at any time if a proposal at a meeting of Council to do so is supported by 66% or more of those present and voting.
- 34 Any vacancy arising upon the death, retirement due to age, removal or any other such vacation from office of the Leader of Council under the Articles (save for where the Leader of Council is retiring at the end of his first term) shall be filled as soon as practicable at an extraordinary meeting of Council convened pursuant to these Standing Orders. Prior to such appointment for a new Leader of Council at the extraordinary meeting of Council, a Vice-Chairman (if he is a Director) appointed by the Board, and if he is not a Director any other Director appointed by the Board, shall act as Leader of Council. For the avoidance of doubt, any acting Leader of Council shall only hold such a position until the new Leader of Council is appointed or until he himself is removed or resigns or if the Board resolves to appoint another acting Leader of Council, whichever is the earlier.

VICE-CHAIRMEN

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

PRESIDENT, VICE-PRESIDENTS, LIFE VICE-PRESIDENTS AND SENIOR VICE-PRESIDENTS

- 36 There shall be a President who shall be appointed annually by Council at the Summer Meeting and whose position shall be honorary. The President shall neither be entitled to notice of nor to attend at nor to vote at meetings of Council.
- 37 There shall be not more than six Members of Council to serve as Vice-Presidents, who shall be elected annually by Council at the Summer Meeting. Pursuant to the Articles, any organisation which appointed that Member of Council who is elected as a Vice-President may, at any time, remove or replace that Member of Council in which case that Member of Council shall become a non-voting non-representative Vice-President. A non-voting, non-representative Vice-President shall be entitled to receive notice of and attend at meetings of Council but not vote at such meetings. For the avoidance of doubt, he or she shall be entitled to receive notice of and attend and vote at meetings of Committees of Council if appointed to any such Committees.
- 38 Pursuant to the Articles, any organisation which appointed a Member of Council who becomes a Life Vice-President or Senior Vice-President may, at any time, remove or replace that Member of Council in which case that Member of Council shall become a non-voting, non-representative Life Vice-President or Senior Vice-President. A non-voting non-representative Life Vice-President or Senior Vice-President shall be entitled to receive notice of and attend at meetings of Council but not vote at such meetings. For the avoidance of doubt, he or she shall be entitled to receive notice of and attend and vote at meetings of Committees of Council if appointed to any such Committees.

HONORARY VICE-PRESIDENTS AND HONORARY MEMBERS

- 39 Council shall have the power to appoint and remove Honorary Vice-Presidents and Honorary Members. The criteria for appointment to the position of either an Honorary Vice-President or an Honorary Member shall be determined from time to time by the Protocol Committee, and as a minimum such persons will have made a significant contribution to football and may include retiring Members of Council who have (i) served 15 years or more on Council (save for those who have been Members of Council as of 2012 for whom a minimum service of 10 years applies); and (ii) served as a Chairman or a Vice-Chairman of an FA Committee for a minimum of 3 years. Such person, if appointed, shall not be entitled to notice of nor to attend nor to vote at meetings of Council.

AGE LIMITS

- 40 (a) No person shall be capable of being first appointed a Member of Council if at the time of appointment that person has attained the age of 70 years.
- (b) A person who was a Member of Council in or before 1990, and since 1990 has ceased at any time to be a Member of Council, may not be re-appointed as a Member of Council if he has attained the age of 75.
- (c) A Member of Council shall vacate office at midnight on the day before the next Summer Meeting after he has attained the age of 75 years (save for those who have been Members of Council continuously since 1990).

REMUNERATION AND EXPENSES OF MEMBERS OF COUNCIL

- 41 The Members of Council may be paid (in accordance with the practice and procedures that the Board shall determine from time to time) an attendance allowance in respect of

his attendance at meetings of Council, all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Council, or meetings of Committees of Council or otherwise in connection with the discharge of their duties as Members of Council.

- 42 No Member of Council shall receive remuneration as such.

INTERESTS

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

VACATION OF OFFICE

- 46 The office of a Member of Council shall be vacated if:
- (a) subject to Article 132, he ceases to hold the position or office by virtue of which he became eligible to be a Member of Council; or
 - (b) if, being a voting representative Member of Council, he is removed by notice in writing by the organisation which appointed him, save where he becomes a non-voting representative of Council pursuant to Standing Orders 37 and 38; or
 - (c) he has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction, or he makes any arrangement or composition with his creditors generally, or he applies for an interim order under section 253 of the Insolvency Act 1986, as amended or re-enacted from time to time, in connection with a voluntary arrangement under that Act; or
 - (d) he dies or he is, or may be, suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction;
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (e) he resigns his office by notice to Council;
 - (f) he is absent for more than six consecutive months from meetings of Council without the permission of the Leader of Council; or
 - (g) he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or

- (h) he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or temporarily from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or the statutes of UEFA or FIFA (as appropriate).

VALIDATING OF COUNCIL DECISIONS

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

MINUTES

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

COMMITTEES

- 50 Subject to Article 134, Council may delegate consideration and management of matters within its jurisdiction (as referred to in Article 135), to any committee, group or panel described in these Standing Orders.
- 51 Council shall establish the Football Regulatory Authority as a division of The Association and shall also establish the Judicial Panel and shall delegate to them such powers relating to regulatory, disciplinary and judicial matters in connection with The Association as Council shall see fit and Council shall make provisions for their terms of reference, composition and manner of operation, which shall not otherwise be subject to these Standing Orders.
- 52 The following shall be the Committees of Council:
- (a) Referees Committee;
 - (b) Protocol Committee;
 - (c) Leagues Committee;
 - (d) Membership Committee;
 - (e) Sanctions and Registrations Committee;
 - (f) Alliance Committee;
 - (g) Youth Committee;
 - (i) Representative Matches Committee; and
 - (j) Committees Appointment Panel.
- 53 The powers and duties of the Committees of Council listed immediately in Standing Order 52 above shall be as follows:

Referees Committee

To consider all policy matters relating to the registration, control and development of refereeing.

To propose to Council amendments to the Rules and Regulations in relation to referees and assistant referees and to make decisions on matters arising out of the Rules and Regulations.

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

To recommend to FIFA referees and assistant referees to be placed on the "International Panel".

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

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

Protocol Committee

To determine all issues relating to the privileges of Council Members, with regard but not limited to issues of protocol, travel, seating and hospitality, at matches, Council meetings including the Summer Meeting and special events such as the Buckingham Palace Garden Party, including relating to personal guests.

In each case, initially to liaise with the Leader of Council and Chairman of The Association and, subsequently if necessary, the General Secretary, regarding the relationship between Council Members and the staff of The Association respectively.

To consider and approve proposals in respect of amendments to, and applications for, membership to Council.

To agree and set criteria for the positions of Honorary Vice-Presidents and Honorary Members.

Leagues Committee

To control and manage the National League System and to ensure that leagues within the National League System comply with the agreed regulations. To promote, assist and monitor leagues beneath the National League System as required.

To control all promotion and relegation issues relating to the movement of clubs both within The National League System and of clubs wishing to enter the National League System.

To develop and implement the "National Ground Grading" document and to liaise with such committees as when necessary and appropriate.

To control and manage The FA Inter League Cup including the development of the regulations for the conduct of the competition, accepting entries, making exemptions, making the draw and to represent Council at all relevant competition matches and events and to nominate the winners of The FA Inter League Cup to represent The Association in the UEFA Regions Cup and, jointly with the Representative Matches Committee, to offer support to the team so nominated to participate in the UEFA Regions Cup.

To appoint members to attend meetings of other working groups where appropriate.

To promote and assist veterans football.

To appoint three to five Members of the Committee to deal with matters arising to meet the ongoing demands of the game. Such Members to meet on no more than four occasions per year, with additional meetings to be authorised by the Leader of Council.

To nominate two Members at the start of the season to serve on the Ground Grading Technical Panel. Where a nominated Member may be unable to attend a meeting, a named substitute Member could attend and this person must also be nominated at the start of the Season and must be a Member of FA Council.

Membership Committee

To propose to Council the criteria for the grant of status as a Full Member Club and Associate Member Club.

To consider the privileges attaching to such status.

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

To approve the transfer, supervision and removal in respect of Full Member Club and Associate Member Club membership and report the same to Council.

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

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

Sanctions and Registrations Committee

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

To make decisions on matters arising out of the Rules and Regulations, including considering, and where appropriate approving requests, for sanction of competitions and matches, including competitions and matches staged in England involving foreign clubs and matches and competitions abroad involving clubs from England.

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

To consider all policy matters relating to the status and registration of players.

To undertake periodic reviews of the Standardised Rules, Standard Code of Rules and Standard Code of Rules for Youth Competitions as required, making recommendations to Council for adoption.

To propose to Council amendments to the Rules and Regulations with regard to player registrations, following liaison with relevant internal and external bodies.

To act as the relevant Committee for the purposes of the Rules and the determination of any issues arising relating to illegal approaches to players; transfer tribunals to determine compensation fees and disputes relating to players' registrations and contracts.

To adjudicate in hearings and appeals affecting all football sanctioned by the Association.

To oversee policy in relation to International Transfer Certificate procedures in accordance with FIFA Regulations at all levels of the game and manage the English arm of the FIFA Transfer Matching System.

Alliance Committee

To manage football at Steps 1 to 4 of the National League System in conjunction with the Leagues Committee to ensure that the constituent leagues comply with the agreed regulations.

To manage all promotion, relegation and other issues relating to the movement of clubs within Steps 1 to 4 of the National League System in conjunction with the Leagues Committee.

To agree the movement of clubs between Step 4 and Step 5 of the National League System.

To manage, in conjunction with the Leagues Committee, the development and implementation of the National Ground Grading document as it affects Steps 1 to 4 of the National League System.

To liaise with the Leagues Committee and other Committees where there is no direct representation as and when necessary and appropriate.

To appoint members to attend other Working Groups where appropriate.

To appoint three to five Members of the Committee to deal with matters arising to meet the ongoing demands of the game. Such Members to meet on no more than four occasions per year, with additional meetings to be authorised by the Leader of Council.

To nominate two Members at the start of the season to serve on the Ground Grading Technical Panel. Where a nominated Member may be unable to attend a meeting, a named substitute Member could attend and this person must also be nominated at the start of the Season and must be a Member of FA Council.

Youth Committee

To control and manage the "Youth and County Youth Cup Competitions".

To propose to Council amendments to the regulations for the conduct of the competition.

To make decisions on matters arising out of the competition and the regulations, including accepting entries, making exemptions and making the draw.

To represent Council at all relevant competition matches and events.

To represent Council at all boys' international team matches involving teams at Under 16, Under 17 and Under 18 levels.

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

To implement and manage The Association's policy in relation to child protection policies and initiatives.

To appoint 3 to 5 members to serve on a sub-committee to deal with protests, disputes or investigations.

Representative Matches Committee

To represent the Council at all men's 11-a-side representative matches involving players outside the FA Premier and Football Leagues.

To manage the organisation and administration of the following representative England teams - England C, England Amateur XI and FA Representative XI.

Committees Appointment Panel

To appoint the members to each group, panel or Committee of Council save for the Committees Appointment Panel which shall be appointed by Council, subject to the relevant provisions in Standing Order 58.

To appoint Members of Council to the Football Regulatory Authority and the Judicial Panel, where appropriate.

54 Each Committee of Council shall appoint a chairman and a vice-chairman who shall be elected by ballot and shall each serve for a term of one year.

55 Candidates for the post of chairman and vice-chairman of the Committees of Council shall be proposed and seconded at the first meeting of the Committee which shall take place on the date of and immediately following the Summer Meeting, at which the sitting committee chairman and vice-chairman shall retire. If only one candidate is proposed, he shall be deemed to be elected. Where there are two or more candidates, there shall be an election by ballot. All members of the Committee shall be entitled to vote. A candidate shall be elected if he receives more than 50% of the votes cast in the ballot. Where no candidate has more than 50% of the votes cast, a further ballot or ballots shall be made until a candidate receives more than 50% of the votes cast. Any member of the Committee may be proposed as a candidate for each ballot, save as set out below. Where a chairman or vice chairman vacates office other than at the expiry of term of office, a replacement shall be elected at the next meeting of the Committee. A candidate for the office of chairman of a Committee who has been chairman for the previous two years shall not be elected unless

- he receives two thirds or more of the votes. No person may act as chairman of more than one Committee of Council.
- 56 Subject to final approval from the Committees Appointment Panel, the Board shall have power to co opt on to committees not more than four persons, who because of their particular knowledge and experience can make a valuable contribution. The maximum consecutive period of any co-opted member shall not exceed three years. Subject to final approval from the Committees Appointment Panel, the Board shall also have the power to appoint not more than four persons as ambassadors to committees that represent Council at competition and representative matches. Ambassadors shall not be members of the committee. Each Council Member shall only be able to be appointed to a maximum of 1 ambassadorial role.
- 57 The maximum number of members of each Committee of Council shall be 12 (excluding co-opted members), save that additional members may be appointed on an exceptional basis with the approval of the Leader of Council and Vice-Chairmen of Council. The quorum for Committee of Council meetings shall be three members.
- 58 Committees of Council shall be appointed for a term of one year. Other than the Committees Appointment Panel, the membership of any Committee of Council shall be determined by Committees Appointment Panel, who may at any time amend the membership of such a Committee where it considers it appropriate. At the very least, the Committees Appointment Panel shall comprise the Leader of Council, any two of the Life Vice-Presidents or Senior Vice-Presidents and the Vice-Presidents, any two of the National Game Representatives, any two of the Professional Game Representatives and two others. The maximum number of Committees of Council, the National Game Board and the Professional Game Board upon which a Member of Council may serve in a Council Year shall be 3, save that the maximum for Council Members aged 75 or over as at the date of the Summer Meeting shall be 2. The restriction shall not apply in respect of appointments to: (i) the Committees Appointment Panel; (ii) The FA Board and its sub-committees; (iii) the National Game Board; (iv) the Professional Game Board; (v) the Disability Football Committee and (vi) sub-committees of each of Committees of Council, National Game Board committees, Professional Game Board committees and the Football Regulatory Authority. A committee member need not be a Member of Council. The Committees Appointment Panel shall have regard, as their sole principle in considering the appointment of Committees of Council, to an individual's talents and expertise and the contribution therefore that an individual may make to a particular Committee of Council. The Leader of Council and the General Secretary shall be entitled to receive notice of and attend at all Committee of Council meetings but shall have no vote.
- 59 Each Committee of Council shall have a secretary appointed as such by the General Secretary who shall be an employee of The Association. A meeting of any Committee of Council shall be convened by the secretary giving notice to the members of such Committee.
- 60 A member of a Committee of Council may only participate in a meeting of that Committee if present at a meeting either in person or by telephonic communication or some other communication equipment, so that he can speak to each of the others, and to be heard by each of the others simultaneously. Such a meeting shall be deemed to take place where the chairman of the meeting then is.
- 61 In the event that a Committee of Council meeting is or becomes temporarily inquorate the chairman of the Committee meeting shall be entitled at his discretion to adjourn the commencement or conduct of the Committee meeting for a period of up to 30 minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, or cannot be sustained the chairman of the committee shall declare the Committee meeting at an end.

- A quorum will be deemed to be present even if a member or members of the Committee is or are obliged to retire temporarily from the Committee meeting for any reason and provided that at least three members remain, the Committee shall conduct the business in question.
- 62 In the absence of the chairman of the Committee of Council from any Committee meeting, the vice chairman shall chair a Committee meeting and if neither is present then the members present shall nominate one of their number to act as chairman for the purposes of that Committee meeting.
- 63 In exceptional circumstances, the chairman of a Committee of Council may ask each member of a Committee to make a decision in writing on a specific matter. In such exceptional circumstances, a meeting shall not be required. A decision in writing signed by more than 50% of the members of a Committee entitled to receive notice of a meeting of that Committee shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held, and may consist of several documents in the like form each signed by one or more member or members of the committee, provided that such will be effective only if it can be demonstrated that every member of the Committee received notice of the proposed matter. Any such decision shall be minuted as a written decision of the committee and shall be signed by the chairman of the Committee meeting.
- 64 Subject to any relevant provision in the Articles, Rules or these Standing Orders to the contrary, a committee or any panel, any division or any board or any sub-committee or any commission of Council may adopt such procedures for the consideration of a matter as it considers appropriate. The chairman of a meeting shall be responsible for all matters of procedure relating to such meeting and his decision on such matters will be final and binding. Each member of a committee shall have one vote and the chairman of the committee meeting shall, in the event of a tie, have a casting vote.

MINUTES

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

STANDING ORDERS (INTERPRETATION AND AMENDMENT)

- 68 In these Standing Orders, and unless otherwise expressed, defined terms shall have the same meanings as set out in the Articles and in the event of any conflict between these Standing Orders and the Articles, the provisions of the Articles shall prevail.
- 69 Subject to the powers given to Council in the Articles, these Standing Orders shall be as recommended by Council from time to time. Proposals to amend the Standing Orders may only be made by the Board or Council.

DIVISIONS

- 70 In May each year, the Secretary shall send a form of nomination with a list of all the Divisions and the Full Member Clubs comprising them to each Full Member Club. The form shall invite nomination of candidates. To be valid, such form must be duly completed and returned to the Secretary within 14 days of the date that the Secretary sent such form out (such form

- may be returned by post, e-mail or fax). The relevant deadline will be set out on the form and no form received after this time will be accepted.
- 71 A candidate for election as a relevant Divisional Representative shall be a member of a Full Member Club within the relevant Division and shall be required to abide by a Code of Conduct to be agreed by Council from time to time. A candidate must be nominated by three Full Member Clubs in the Division. Full Member Clubs shall only nominate one candidate. Such nomination shall be signed by the chairman, chief executive or secretary for and on behalf of the Full Member Club. If in any Division no candidate is nominated, the Secretary shall report the circumstances to Council who may fill the vacancy or act in such other manner as it considers appropriate.
- 72 If only one candidate is nominated for a Division, the Secretary shall declare the candidate elected. If more than one candidate is nominated for any Division the Secretary shall forthwith, after the time fixed for the close of nominations to be a Divisional Representative, send a list of the candidates nominated and a form of voting paper to each Full Member Club in every such Division, and such voting paper shall be duly completed and returned to the Secretary not later than seven days from the day after the date upon which the same is sent by the Secretary (such voting paper may be returned by fax, e-mail or post). The relevant deadline shall be set out on the voting paper and no voting papers received after this time will be accepted.
- 73 Where there are two candidates for any Division, the candidate receiving the greater number of votes shall be declared duly elected. If there is a tie, a further election shall be held and if there is still a tie, election shall be by the drawing of lots. Where there are more than two candidates for any Division, unless one candidate has more than 50% of the votes cast in the Division, the candidate receiving the least number of votes shall withdraw. In the event that there is more than one candidate who receives the lowest number of votes, there shall be a ballot to determine who should withdraw and a further ballot or ballots be taken until a candidate is elected in accordance with these Standing Orders. All voting shall be by way of a secret ballot. The Leader of Council (or his nominee) shall be authorised to rule on all matters of procedure relating to Standing Orders 70 to 73 (inclusive) and his decision on such matters shall be final and binding.

TRANSITIONAL PROVISIONS

- 74 The foregoing Standing Orders are to be read having regard and subject to the transitional provisions set out immediately below.
- 75 Those Members of Council who were Vice-Presidents on 29 May 2007 or who were Vice-Presidents on 29 May 2007 and who subsequently become Life Vice-Presidents or Senior Vice-Presidents are not subject to either Article 132 or Standing Order 37. Such persons shall continue to be able to vote in their capacities as Vice-Presidents and/or Life Vice-Presidents or Senior Vice-Presidents until they are no longer Members of Council.
- 76 Those Members of Council who are Life Vice-Presidents or Senior Vice-Presidents and who held such positions on 29 May 2007 shall not be subject to Standing Order 38. Such persons shall continue to be able to vote in their capacities as Life Vice-Presidents or Senior Vice-Presidents until they are no longer Members of Council.

THE PROFESSIONAL GAME BOARD

A Committee of the Board of Directors of The Football Association
(UK Registered Number: 00077797)

Wembley Stadium, PO Box 1966, HA9 0WS

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

1 INTRODUCTION

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

2 DEFINITIONS

In these Terms:

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

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

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

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

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

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

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

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

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

3 ESTABLISHMENT AND PURPOSE

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

- 3.1.1 in relation to The Football Association Challenge Cup, (“**The FA Cup**”) and The FA Community Shield (“**The Community Shield**”), administering the FA Board’s policy on or deciding on (i) all administrative and operational issues relating to The FA Cup and The Community Shield (ii) the level of and conditions for distributions to Clubs from the First Round proper onwards by way of prize funds from The FA Cup (iii) draws and representative roles at The FA Cup and Community Shield matches, and (iv) insofar as it is not a matter for the FRA or the Judicial Panel, the convening of disciplinary commissions to consider breaches of the rules and regulations of The FA Cup and Community Shield including making decisions arising out of the competition and the Regulations, accepting entries and making exemptions from the First Round proper onwards in relation to The FA Cup PROVIDED ALWAYS THAT the FA Board shall retain and reserve the responsibility for determining all commercial issues (including the sale and exploitation of sponsorship, broadcasting and licensing rights) and any decisions relating to the structure, format, and regulation of The FA Cup and the Community Shield and, insofar as it is not a matter for Council, drafting of rules and regulations of The FA Cup and Community Shield, and such matters shall not be delegated to the PGB;
- 3.1.2 in relation to the England men’s representative under 19, under 21 and senior teams, administering the representative and ambassadorial roles at these matches, PROVIDED ALWAYS THAT the FA Board shall retain and reserve the responsibility for determining all commercial and operational issues relating to all such England teams (including the sale and exploitation of sponsorship, broadcasting and licensing rights, and any conditions for the staging of matches) and the decision on the appointment of the head coach and all senior coaching and support staff, including medical staff, and such matters shall not be delegated to the PGB;
- 3.1.3 deciding on the allocation and disbursement of the Professional Game Distributions and the implementation and monitoring on behalf of the FA Board of any conditions attached by the FA Board to the Professional Game Distributions;
- 3.1.4 liaising and consulting with and making recommendations to the FA Board on any matters relating to the Professional Game debated by the FA Board where the FA Board has asked for advice on behalf of the Professional Game;
- 3.1.5 liaising and consulting with and advising the FA Board on its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the Professional Game Distributions;
- 3.1.6 making recommendations and decisions relating to medical, sports science and nutrition and fitness issues as the same affect or impact upon the Professional Game;
- 3.1.7 making recommendations to the FA Board of the annual fixture schedule as the same relates to the Professional Game, including the approval of the scheduling of Senior Representative Teams fixtures, and liaising with FIFA and UEFA regarding the same to the extent that such liaison is required, PROVIDED ALWAYS THAT the final decision on the annual fixture schedule shall remain with and be reserved to the FA Board;
- 3.1.8 making recommendations to the FA Board on the policy that the FA Board shall adopt in relation to FIFA, UEFA, other football associations’ and confederations’ policies and having discussions as the same may affect or impact upon the Professional Game, and making recommendations to the FA Board on the persons

- that the FA Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the Professional Game;
- 3.1.9 approving, where required, on behalf of the FA Board, policies and reports relating to the Professional Game adopted by The Association with the Independent Football Ombudsman, and supporters representatives relating to customer issues in the Professional Game, and receiving reports and making recommendations to the FA Board and/or the Football Regulatory Authority of The Association from the periodic meetings of the Stakeholder Group;
 - 3.1.10 implementing and monitoring policies set by the FA Board relating to the development of players, and coaches in the Professional Game, and any initiatives designed to approve and promote standards in relation to the same, including policy matters and initiatives relating to football played by children under 18 within the Professional Game, together with the disbursement of funds allocated by the FA Board to such issues;
 - 3.1.11 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues, insofar as they affect the Professional Game;
 - 3.1.12 appointing individuals (including, as appropriate, National Game Representatives in numbers at least no less than as at the Effective Date) to, delegating the appropriate power to and operating the following sub-committees and other bodies;
 - (i) the FA Cup Committee; and
 - (ii) the International Committee;
 - 3.1.13 appointing, where appropriate, Professional Game Representatives to the Football Regulatory Authority;
 - 3.1.14 determining applications for UEFA Club Licences in accordance with the terms of the UEFA-accredited Club Licensing Manual, devising and amending the UEFA Club Licensing Manual and otherwise fulfilling all aspects of the UEFA Club Licensing regime on behalf of the FA Board; and
 - 3.1.15 such other responsibilities and activities as the FA Board may from time to time decide.

4 MEMBERSHIP

- 4.1 Subject to Clauses 5 and 6 below, the Committee Members of the PGB shall comprise:
- 4.1.1 four (4) FAPL Committee Members, who shall be appointed in writing by The FA Premier League to the FA Board from time to time. A FAPL Committee Member may be a person who is: (i) a director or officer of a football club in membership of The FA Premier League; (ii) a Professional Game Representative; or (iii) the chairman, Chief Executive officer or other officer of The FA Premier League, PROVIDED ALWAYS THAT at least two FAPL Committee Members are Professional Game Representatives; and
 - 4.1.2 four (4) FL Committee Members, who shall be appointed in writing by The Football League to the FA Board from time to time. A FL Committee Member may be a person who is: (i) a director or officer of a football club in membership of The Football League; (ii) a Professional Game Representative; or (iii) the chairman, Chief Executive officer or other officer of The Football League, PROVIDED ALWAYS THAT at least two FL Committee Members are Professional Game Representatives.

- 4.2 The following shall be entitled to receive notice of, attend and speak at meetings of the PGB but shall not be entitled to vote on any matters at meetings of the PGB:
- 4.2.1 the Chairman of The Association;
 - 4.2.2 the Chief Executive of The Association;
 - 4.2.3 other officers of The Association as agreed by the PGB Chairman and General Secretary from time to time;
 - 4.2.4 the Chairman of The National League or, with the prior permission of the PGB Chairman, the Vice-Chairman of The National League;
 - 4.2.5 the Chief Executive officer or another officer of each of The FA Premier League and The Football League, if neither such person is already a member of the PGB pursuant to Clauses 4.1.1 and 4.1.2; and
 - 4.2.6 a person from an under-represented group with a protected characteristic who shall be appointed by the PGB from time to time.
- 4.3 Subject to Clause 9 of these Terms, the Committee Members may exercise all such powers of the PGB, and do on behalf of the PGB all such acts as may be exercised and done by the PGB, and as are not by statute or by these Terms required to be exercised or done by Council, the shareholders of The Association or the FA Board or in some other manner, PROVIDED NEVERTHELESS THAT the PGB may do nothing which contravenes or is inconsistent with: (i) any policy or decision of the FA Board; (ii) the Budget; (iii) the Funding Formula; (iv) the Professional Game Distributions (and any conditions attached by the FA Board thereto); or (v) any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or any rules and regulations of The Association, FIFA and/or UEFA in force from time to time or any other agreement entered into by The Association with the agreement of the FA Board or under a general power delegated by the FA Board.
- 4.4 The Committee Members for the time being may act notwithstanding any vacancy in their number but, if there are fewer than the number fixed as the quorum, the continuing Committee Members or Committee Member may act only for the purpose of procuring that vacancies are filled.
- 4.5 In addition, and without prejudice to any other powers hereby or by law conferred on the PGB, the PGB may from time to time and for such period and to such extent and generally on such terms as the Committee Members shall think fit, delegate to Committee Members and/or any other employee of The Association engaged in or in connection with the management, administration, organisation and conduct of the affairs of the PGB any powers and duties of the PGB as may be reasonable.
- 5 APPOINTMENT AND RETIREMENT OF COMMITTEE MEMBERS**
- 5.1 Subject to Clauses 5.3 and 6 below, each FAPL Committee Member shall hold office for so long as The FA Premier League wishes for that person to remain as a Committee Member of the PGB.
- 5.2 Subject to Clauses 5.3 and 6 below, each FL Committee Member shall hold office for so long as The Football League wishes for that person to remain as a Committee Member of the PGB.
- 5.3 No person may be appointed as a Committee Member:
- 5.3.1 unless he has attained the age of 18 years; or
 - 5.3.2 in circumstances such that, had he already been a Committee Member, he would have been disqualified from acting under the provisions of Clause 6.

6 DISQUALIFICATION OF COMMITTEE MEMBERS

The office of a Committee Member shall be vacated if:

- 6.1 by notice in writing to the FA Board he resigns from the PGB; or
- 6.2 being a FAPL Committee Member, he is removed in writing by The FA Premier League; or
- 6.3 being a FL Committee Member, he is removed in writing by The Football League; or
- 6.4 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 6.5 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 6.6 he is absent from three consecutive meetings of the PGB without the consent of the PGB Chairman and the FA Board resolves that he should cease to hold office; or
- 6.7 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
- 6.8 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
- 6.9 he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate).

7 PROCEEDINGS OF THE PGB

- 7.1 The PGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held at least six times during every calendar year. Unless otherwise determined in writing by the FA Board, a minimum of four Committee Members, which must comprise at least two FAPL Committee Members and at least two FL Committee Members, shall be a quorum. Questions arising at any meeting shall be decided by simple majority and in cases of equality of votes, the chairman of the meeting shall not have a second or casting vote.
- 7.2 The PGB Chairman or two Committee Members may, and on the written request of the PGB Chairman or such Committee Members, the Committee Secretary shall, at any time, summon a meeting of the PGB by written notice served upon all Committee Members.
- 7.3 A meeting of the PGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the PGB generally under these Terms.
- 7.4 The PGB may delegate any of its powers to committees consisting of such Committee Members or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the PGB. The meetings and proceedings of any such committee shall be governed by regulations made by the PGB (if any).
- 7.5 All acts bona fide done by any meeting of the PGB or of any committee of the PGB, or by any person acting as a member of the PGB or committee thereof shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Committee Member or member of the committee as the case may be.

- 7.6 All or any of the Committee Members or of the members of any committee of the PGB may participate in a meeting of the PGB or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 7.7 The PGB shall cause proper minutes to be made of all appointments made by them and of the proceedings of all meetings of the PGB and of committees of the PGB, and all business transacted at such meetings, which minutes shall be made available to the FA Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The PGB shall make available to Council the minutes of any such meetings which shall inform Council of the matters deliberated at any such meetings and any decisions taken, but the PGB Chairman shall be able to determine if any matters need not be summarised to Council due to confidentiality, commercial sensitivity or by reason of law or statute.
- 7.8 A resolution in writing signed by all the Committee Members or by all the members of the time being of any committee of the PGB who are entitled to receive notice of a meeting of the PGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the PGB or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more Committee Members or members of the committee as the case may be.

8 PGB CHAIRMAN AND PGB DEPUTY CHAIRMAN

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

present at that time or is unwilling to preside, those Committee Members present shall choose one of the other Committee Members to preside at that meeting.

9 RESTRICTIONS

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

10 AMENDMENT

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

THE NATIONAL GAME BOARD

A Committee of the Board of Directors of The Football Association
(UK Registered Number: 00077797)

Wembley Stadium, PO Box 1966, HA9 OWS

TERMS OF REFERENCE FOR THE OPERATION OF THE NATIONAL GAME BOARD

1 INTRODUCTION

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

2 DEFINITIONS

In these Terms:

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

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

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

“**Competitions Committees Member**” means any person appointed as a representative of the committees representing the Competitions known as “The FA Trophy”, “The FA Vase”, and “The FA Sunday Cup” in accordance with Clause 4.1.2;

“**Council Committee Members**” means those persons who are elected in accordance with Clause 4.1.4;

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

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

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

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

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

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

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

3 ESTABLISHMENT AND PURPOSE

- 3.1 The NGB is established as a committee of the FA Board and the FA Board delegates to the NGB power to undertake the following functions, subject always to Clause 4.3 of these Terms:
- 3.1.1 making recommendations to, and implementing and monitoring policies set by, the FA Board, in relation to the promotion and raising of standards of participation in all forms of association football at all levels within the National Game, including, but without limitation, men's football at 11-a side levels, small-sided football, futsal, youth football, schools football and disability football;
 - 3.1.2 making recommendations to, and implementing and monitoring policies set by, the FA Board, in relation to the raising of standards in the way that the game of association football is administered, governed and organised in the National Game, by leagues, County Associations and Other Football Associations;
 - 3.1.3 making decisions on the allocation and disbursement of the National Game Distributions and the implementing and monitoring on behalf of the FA Board of any conditions attached by the FA Board to the National Game Distributions;
 - 3.1.4 liaising and consulting with the FA Board in its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the National Game Distributions;
 - 3.1.5 making recommendations to the FA Board of the annual fixture schedule as the same relates to the National Game, PROVIDED ALWAYS THAT the final decision on the annual fixture schedule shall remain with and be reserved to the FA Board;
 - 3.1.6 making recommendations to the FA Board on the policy that the FA Board shall adopt in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the National Game, and making recommendations to the FA Board on the persons that the FA Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the National Game;
 - 3.1.7 implementing and monitoring policies set by the FA Board relating to the development of players, and coaches in the National Game including the disbursement of funds allocated by the FA Board to such issues;
 - 3.1.8 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues insofar as they affect the National Game;
 - 3.1.9 liaising and consulting with and making recommendations to the FA Board or any matters relating to the National Game debated by the FA Board where the FA Board has asked for advice on behalf of the National Game;
 - 3.1.10 appointing members of and delegating the appropriate power to, and operating the following sub-committees and other bodies;
 - (i) the National Game Finance Committee;
 - (ii) the Football Development Committee;
 - (iii) the Small-Sided Football Committee;
 - (iv) the Business Development Committee;
 - (v) the FA Trophy Committee;
 - (vi) the FA Vase Committee;
 - (vii) the FA Sunday Cup Committee;
 - (viii) the Facilities Committee;
 - (ix) the League Finance Committee; and
 - (x) the Disability Football Committee.

- 3.1.11 appointing, where appropriate, National Game Representatives to the Football Regulatory Authority; and
 - 3.1.12 such other responsibilities and activities as the FA Board may from time to time decide.
- 3.2 The Association will disband its existing committees and bodies which, prior to the Effective Date, have the same functions as those listed in Clause 3.1.10 (if any), and as at the Effective Date, their respective functions will be transferred to the NGB and its subcommittees, as appropriate.

4 MANAGEMENT

- 4.1 Subject to Clause 5 below, the Committee Members of the NGB shall comprise:
- 4.1.1 the NG Board Committee Members, who are the National Game Representatives elected to the FA Board from time to time in accordance with the Articles;
 - 4.1.2 the Competitions Committees Member, who is appointed in writing by the FA Trophy Committee, the FA Vase Committee and the FA Sunday Cup Committee, when and if so established by the NGB (the "FA Competition Committees"), acting jointly for the purpose of making such appointment. Where they are unable to agree, the FA Board shall determine who shall act as the Competitions Committee Member;
 - 4.1.3 the Schools' Committee Member, who is appointed in writing by both The English Schools' Football Association and The Independent Schools' Football Association from time to time, acting jointly for the purpose of making such appointment. Where they are unable to agree, the FA Board shall determine who shall act as the Schools' Committee Member; and
 - 4.1.4 eight (8) Council Committee Members, who are elected by Council from the National Game Representatives from time to time in accordance with the Articles.
- 4.2 The following shall be entitled to receive notice of, attend and speak at meetings of the NGB but shall not be entitled to vote on any matters at such meetings:
- 4.2.1 the Chairman of The Association;
 - 4.2.2 the Chief Executive of The Association;
 - 4.2.3 the senior financial officer of The Association;
 - 4.2.4 the Company Secretary of The Association;
 - 4.2.5 the Football Participation and Development Director;
 - 4.2.6 a person from an under-represented group with a protected characteristic as appointed by the NGB from time to time.
- 4.3 Subject to Clause 8 of these Terms, the Committee Members may exercise all such powers of the NGB, and do on behalf of the NGB all such acts as may be exercised and done by the NGB, and as are not by statute or by the FA Board or these Terms required to be exercised or done by Council, the shareholders of The Association or the FA Board or in some other manner, PROVIDED NEVERTHELESS THAT the NGB may do nothing which contravenes or is inconsistent with: (i) any policy or decision of the FA Board; (ii) the Budget; (iii) the Funding Formula; (iv) the National Game Distributions (and any conditions attached by the FA Board thereto); or (v) any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or any other rules and regulations of The Association, FIFA and/or UEFA in force from time to time or any other agreement entered into by The Association with the agreement of the FA Board or under a general power delegated by the FA Board.
- 4.4 The Committee Members for the time being may act notwithstanding any vacancy in their number but, if there are fewer than the number fixed as the quorum, the continuing

Committee Members or Committee Member may act only for the purpose of procuring that vacancies are filled.

- 4.5 In addition, and without prejudice to any other powers hereby or by law conferred on the NGB, the NGB may from time to time and for such period and to such extent and generally on such terms as the Committee Members shall think fit, delegate to any Committee Member or Committee Members and/or any other employee of The Association engaged in or in connection with the management, administration, organisation and conduct of the affairs of the NGB, (including, for the avoidance of doubt, the Director of Football Services and Director of National Game and Women's Football) any powers and duties of the NGB as may be reasonable.
- 4.6 Each Committee Member may be paid an attendance allowance in respect of his attendance at meetings of the Committee Members at the level determined by the FA Board, together with reimbursement of out-of-pocket expenses.

5 APPOINTMENT, RETIREMENT, DISQUALIFICATION AND REMOVAL OF COMMITTEE MEMBERS

- 5.1 Subject to Clauses 5.2 and 5.3, the terms of office of each of the Committee Members is as follows:
- 5.1.1 NG Board Committee Members shall each hold office for so long as they are elected to the FA Board;
- 5.1.2 the terms of office of the Council Committee Members are as set out in the Articles. For the avoidance of doubt, as on the Effective Date, the terms of office of each of the Council Committee Members shall continue as they were prior to the Effective Date and shall not be considered interrupted for the purposes of determining who is due to retire and when;
- 5.1.3 the Schools' Committee Member shall hold office for so long as the English Schools' Football Association and the Independent Schools' Football Association acting jointly decide. Where there is no agreement, the FA Board shall determine when such person is to retire; and
- 5.1.4 the Competition Committee Member shall hold office for so long as the FA Competition Committees acting jointly decide. Where there is no agreement, the FA Board shall determine when such person is to retire.
- 5.2 Any provisions relating to the appointment and retirement of a Committee Member are as set out in the Articles PROVIDED THAT no person is appointed as a Committee Member:
- 5.2.1 unless he has attained the age of 18 years; or
- 5.2.2 in circumstances such that, had he already been a Committee Member, he would have been disqualified from acting under the provisions of Clause 5.3.
- 5.3 Any provisions relating to the disqualification and removal of a Committee Member shall be as set out in the Articles and furthermore, the office of a Committee Member shall be vacated if:
- 5.3.1 the Committee Members resolve that he shall be removed as a Committee Member; or
- 5.3.2 by notice in writing to the FA Board, he resigns from the NGB; or
- 5.3.3 being a NG Board Committee Member, he is removed from or vacates his office as a National Game Representative on the FA Board; or
- 5.3.4 being a Council Committee Member, he is removed from or vacates his office as a National Game Representative; or

- 5.3.5 being a Competitions Committees Member, he is removed in writing by a joint decision of the FA Competition Committees, or where appropriate, the FA Board; or
- 5.3.6 being a Schools' Committee Member, he is removed in writing by a joint decision of The English Schools' Football Association and The Independent Schools' Football Association, or where appropriate, the FA Board; or
- 5.3.7 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 5.3.8 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 5.3.9 he is absent from three consecutive meetings of the NGB without the consent of the NGB Chairman and the FA Board resolves that he should cease to hold office; or
- 5.3.10 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
- 5.3.11 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
- 5.3.12 he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
- 5.3.13 he has attained the age of seventy years, save that a serving Committee Member shall retire at the end of his term of office after attaining the age of seventy years.

6 PROCEEDINGS OF THE NGB

- 6.1 The NGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held ideally once per month and at least six times during every calendar year. Unless otherwise determined in writing by the FA Board, a minimum of eight Committee Members shall be a quorum, which must comprise at least two NG Board Committee Members and two Council Committee Members and either the NGB Chairman or the NGB Deputy Chairman must be present in person. Questions arising at any meeting shall be decided by a majority of votes and in cases of equality of votes, the chairman of the meeting shall have a second or casting vote.
- 6.2 On the written request of either the NGB Chairman or two Committee Members, the Committee Secretary shall, at any time, summon a meeting of the NGB by written notice served upon all Committee Members.
- 6.3 A meeting of the NGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the NGB generally under these Terms.
- 6.4 The NGB may delegate any of its powers to committees consisting of such Committee Member or Committee Members or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the NGB. The meetings and proceedings of any such committee shall be governed by regulations made by the NGB (if any).
- 6.5 All acts bona fide done by any meeting of the NGB or of any committee of the NGB, or by any person acting as a member of the NGB or a committee thereof, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance

in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Committee Member or member of the committee as the case may be.

- 6.6 All or any of the Committee Members or of the members of any committee of the NGB may participate in a meeting of the NGB or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 6.7 The NGB shall cause proper minutes to be made of all appointments made by the NGB and of the proceedings of all meetings of the NGB and of committees of the NGB, and all business transacted at such meetings, which minutes shall be made available to the FA Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The NGB shall make available to Council the minutes of any such meetings which shall inform Council of the matters deliberated at any such meetings and any decisions taken, but the NGB Chairman shall be able to determine if any matters need not be summarised to Council due to confidentiality, commercial sensitivity or by reason of law or statute.
- 6.8 A resolution in writing signed by all the Committee Members or by all the members for the time being of any committee of the NGB who are entitled to receive notice of a meeting of the NGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the NGB or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more Committee Members or members of the committee as the case may be.

7 NGB CHAIRMAN

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

8 RESTRICTIONS

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

9 AMENDMENT

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

THE FOOTBALL REGULATORY AUTHORITY

A Division of The Football Association

(UK Registered Number: 77797)

Wembley Stadium, PO Box 1966, HA9 0WS

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

1 INTRODUCTION

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

2 DEFINITIONS

In these Terms:

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

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

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

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

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

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

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

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

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

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

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

3 FRA ESTABLISHMENT AND PURPOSE

- 3.1 The FRA is established by Council as a division of The Association in order to be the regulatory, disciplinary and rule-making authority of The Association, and Council delegates

to the FRA powers to administer and exercise on behalf of The Association the powers and functions of The Association contained in Rules E to L (inclusive) and without limitation, to undertake the following with effect from the Effective Date:

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

4 MANAGEMENT

- 4.1 Subject to Clauses 5 and 6 below, the FRA shall be managed by the FRA Commissioners consisting of:
- 4.1.1 up to four Council Commissioners who are National Game Representatives and who are appointed by the National Game Board ("NG Commissioners");
 - 4.1.2 up to four Council Commissioners who are Professional Game Representatives and who are appointed by the Professional Game Board ("PG Commissioners"); and
 - 4.1.3 up to four independent Non-Council Commissioners ("Independent Non-Council Commissioners or INCC") who are nominated by the Chief Regulatory Officer ("CRO") and appointed by majority vote of the Commissioners present at the FRA meeting at which the nomination is presented by the CRO. A person qualifies for such appointment if he/she is not, and has at no time in the immediately preceding three years been, a Member of Council.
- 4.2 The FRA Commissioners may exercise all such powers of the FRA, and on behalf of the FRA may carry out all such acts as may be exercised and done by the FRA, save for those which pursuant to these Terms, statute, the Rules and the regulations of The Association are prescribed to be authorised and/or exercised by Council, the shareholders of The Association or the Board of Directors of The Association or in some other manner, and PROVIDED NEVERTHELESS THAT the FRA may do nothing which contravenes or is inconsistent with any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or the FRA Budget.
- 4.3 The FRA Commissioners for the time being may act notwithstanding any vacancy in their number but, if there are fewer FRA Commissioners than the number fixed as the quorum, the continuing FRA Commissioners or FRA Commissioner may act only for the purpose of procuring that vacancies are filled.
- 4.4 In addition, and without prejudice to any other powers hereby or by law conferred on the FRA, the FRA Commissioners may from time to time and for such period and to such extent and generally on such terms as the FRA Commissioners shall think fit, delegate to any FRA Commissioner or FRA Commissioners and/or any other employee of The Association or other person or persons engaged in or in connection with the management, administration, organisation and conduct of the affairs of the FRA, any powers and duties of the FRA Commissioners.
- 4.5 There shall be a CRO who will be a full-time employee of The Association and who shall be responsible for the day to day management of the FRA on behalf of the FRA Commissioners.
- 4.6 Pursuant to the FRA Budget, each FRA Commissioner may be paid an attendance allowance in respect of his/her attendance at meetings of the FRA Commissioners at the level determined by the Board, together with reimbursement of reasonable out-of-pocket expenses.

5 APPOINTMENT AND RETIREMENT OF FRA COMMISSIONERS

- 5.1 Subject to Clauses 5.3, 5.4 and 6, the FRA Commissioners may hold office for the following terms from the start of the first FRA Meeting after the Council Summer Meeting in July 2010:
- 5.1.1 two NG Commissioners may each hold office for a first term of three years and thereafter subject to Clause 5.6, shall be eligible for re-appointment for further terms of three years each.
 - 5.1.2 two remaining NG Commissioners may each hold office for a first term of two years and thereafter, subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.

- 5.1.3 two PG Commissioners may each hold office for a first term of three years and thereafter, subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.
- 5.1.4 two remaining PG Commissioners may each hold office for a first term of two years and thereafter subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.
- 5.1.5 two INCC may each hold office for a first term of three years and thereafter, subject to Clause 5.6 shall be eligible for reappointment pursuant to the mechanism set out in Clause 4.1.3 above, for a further term of four years each.
- 5.1.6 two remaining INCC may each hold office for a first term of two years and thereafter, subject to Clause 5.6 shall be eligible for reappointment, pursuant to the mechanism set out in Clause 4.1.3 above for a further term of four years each.
- 5.2 The identities of the NG Commissioners, PG Commissioners, the INCC and any proposed Commissioners shall be available from the CRO.
- 5.3 The National Game Board or the Professional Game Board may at any time appoint a NG Commissioner or a PG Commissioner respectively, in order to fill a vacancy arising due to early retirement, removal or otherwise of their Commissioners. Any such Council Commissioners appointed thereby shall hold office for the terms set out in Clause 5.1 above. Such term shall be deemed to extend to the remainder of the current season in which the appointment becomes necessary in addition to the number of years of the term set out in Clause 5.1.
- 5.4 The FRA may at any time appoint an eligible person to be a INCC in order to fill a vacancy arising due to early retirement, removal or otherwise of an INCC. The eligible person shall be nominated by the CRO and appointed by majority vote of the Commissioners present at the FRA meeting at which the nomination is presented by the CRO. A person qualifies for such appointment if he/she is not and has at no time in the immediately preceding three years been a member of Council.
- 5.5 At the end of the respective terms set out herein, the relevant FRA Commissioners shall be deemed to have retired from office at the Council Summer Meeting in each year subject to re-election or re-appointment as applicable.
- 5.6 No person may be appointed as a FRA Commissioner:
 - 5.6.1 unless he/she has attained the age of 18 years; or
 - 5.6.2 in circumstances such that, had he/she already been a FRA Commissioner, he/she would have been disqualified from acting under the provisions of Clause 6.

6 DISQUALIFICATION OF FRA COMMISSIONERS

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

- 6.1 by notice in writing to the FRA Commissioners he/she resigns from the FRA (but only if at least two FRA Commissioners remain in office when the notice of resignation is to take effect); or
- 6.2 being a NG Commissioner or PG Commissioner, he/she ceases to be a Member of Council; or
- 6.3 being a PG Commissioner, he/she is removed from the office of PG Commissioner by the PGB; or
- 6.4 being a NG Commissioner, he/she is removed from the office of NG Commissioner by the NGB; or
- 6.5 being an INCC he/she becomes a Member of Council; or
- 6.6 he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or

- 6.7 being a director, he/she ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 6.8 he/she is absent from three consecutive meetings of the FRA Commissioners without the consent of the FRA Chairman and the FRA resolves that he/she should cease to hold office; or
- 6.9 he/she dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his/her own affairs; or
- 6.10 he/she no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" or equivalent provisions as shall be in force from time to time; or
- 6.11 he/she is subject of a decision of The Association, UEFA or FIFA that he/she be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
- 6.12 he/she is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the FRA or The Association; or
- 6.13 he/she is subject to a carried vote in the FRA of no confidence in that Commissioner and asking for a decision of the FRA to remove that Commissioner from office immediately or as from a specified time and date. The vote of no confidence requires that each Commissioner has been given notice of the vote by the CRO, or his/her nominee. The vote shall be held within 7 days of such notice being given to Commissioners such period to be determined by the Chairman. The vote of no confidence requires a vote of at least eight Commissioners having no confidence in that Commissioner. The reasons for the Commissioners voting that the CRO and/or Commissioner(s) has no confidence in the other Commissioner might be various, such as, but without being exhaustive, an inability to continue with the role of a Commissioner, improper or unreasonable behaviour or misconduct. The FRA shall record any exceptional circumstance, the reasons for seeking the vote of no confidence and the reasons for passing the vote of no confidence and deciding to remove that Commissioner from office.

7 PROCEEDINGS OF THE FRA COMMISSIONERS

- 7.1 The FRA Commissioners may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held at least six times during every year. Unless otherwise determined in writing by Council, six FRA Commissioners shall be a quorum, of which two shall be NG Commissioners, two shall be PG Commissioners and two shall be INCCs. Questions arising at any meeting shall be decided by a majority of votes and in cases of equality of votes, the chairman of the meeting shall have a second or casting vote. A meeting shall be deemed to be quorate where it would have satisfied the above requirements were it not for a Commissioner/Commissioners being ineligible to vote and/or be present due to a conflict of interest.
- 7.2 A FRA Commissioner shall disclose to the other FRA Commissioners and not vote on any matter in which he/she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the FRA. A FRA Commissioner shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote. A FRA Commissioner shall not be present at any part of a meeting where his/her appointment or ceasing to act as a FRA Commissioner is discussed.
- 7.3 The FRA Chairman or three FRA Commissioners may at any time by written notice require the CRO to summon a Meeting of the FRA Commissioners as soon as it is practicable.
- 7.4 A meeting of the FRA Commissioners at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the FRA Commissioners generally under these Terms.

- 7.5 The FRA Commissioners may delegate any of their powers to committees consisting of such FRA Commissioner or FRA Commissioners or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the FRA Commissioners. The meetings and proceedings of any such committee shall be governed by regulations made by the FRA Commissioners.
- 7.6 All acts bona fide done by any meeting of the FRA Commissioners or of any committee of the FRA Commissioners, or by any person acting as a committee member, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a FRA Commissioner or member of the committee as the case may be.
- 7.7 All or any of the FRA Commissioners or of the members of any committee of the FRA Commissioners may participate in a meeting of the FRA Commissioners or that committee (as the case may be) by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 7.8 The FRA Commissioners shall cause proper minutes to be made of all appointments made by them and of the proceedings of all meetings of the FRA Commissioners and of committees of the FRA Commissioners, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 7.9 A resolution in writing signed by all the FRA Commissioners or by all the members for the time being of any committee of the FRA Commissioners who are entitled to receive notice of a meeting of the FRA Commissioners or of such committee shall be as valid and effectual as if it had been passed at a meeting of the FRA Commissioners or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more FRA Commissioner(s) or member(s) of the committee as the case may be.

8 FRA CHAIRMAN AND VICE CHAIRMAN

- 8.1 The FRA Chairman shall be appointed by and from among the FRA Commissioners for a term of three years unless he/she resigns from the chair or ceases to be a FRA Commissioner.
- 8.2 Upon the expiry of his/her first period of office, the FRA Chairman shall be eligible for re-appointment for a further term of three years. The FRA Chairman shall be eligible for one further term of one year commencing from the start of the first FRA meeting following the 2013 Council Summer Meeting to the 2014 Council Summer Meeting.
- 8.3 The FRA Commissioners may at any other time appoint one of their number to be the FRA Chairman in order to fill a vacancy arising due to early retirement, removal or otherwise. Any such FRA Chairman appointed in accordance with this Clause 8.3 shall retire at the time the vacating FRA Chairman would otherwise have retired, subject to Clause 8.1 above.
- 8.4 A Vice Chairman of the FRA shall be appointed by the FRA Commissioners from amongst the FRA Commissioners, to hold office for three years and upon expiry of such period shall be eligible for re-appointment for a further three year term. The FRA Vice-Chairman shall be eligible for one further term of one year commencing from the start of the first FRA meeting following the 2013 Council Summer Meeting to the 2014 Council Summer Meeting. The

FRA Vice-Chairman shall cease to hold such appointment forthwith upon ceasing to be a FRA Commissioner or he/she resigns from the vice chair.

- 8.5 The FRA Chairman shall preside as chairman at all meetings of the FRA Commissioners at which he/she shall be present, but if he/she is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside the Vice Chairman of the FRA appointed pursuant to Clause 8.4 shall preside, and if he/she is not present at that time or is unwilling to preside, those FRA Commissioners present shall choose one of the other FRA Commissioners to preside at that meeting.

9 FINANCES

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

10 AMENDMENT AND DISSOLUTION

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

THE JUDICIAL PANEL

A Division of The Football Association
(UK Registered Number: 77797)

Wembley Stadium, London, HA9 0WS

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

1 INTRODUCTION

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

2 DEFINITIONS

In these Terms:

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

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

“Chairman's Panel” means any member selected from the Council Panel Members list or the Football Panel Members list to be appointed as a Chairman of Regulatory Commissions;

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

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

“Effective Date” means 1st July 2013;

“Football Panel Members” means those individuals with appropriate experience of the game of association football who are appointed from time to time by the Council Panel Members to be Panel Members in accordance with Clauses 4.1.2, 4.2 and 4.5;

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

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

“FRA Chairman” means the chairman of the FRA appointed from time to time;

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

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

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

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

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

“**Judicial Panel Chairman**” means the chairman of the Judicial Panel, as appointed by Council from time to time in accordance with Clause 9;

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

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

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

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

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

3 ESTABLISHMENT AND PURPOSE OF THE JUDICIAL PANEL

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

progress as at the Effective Date shall continue thereafter and those authorised by The Association prior to the Effective Date to hear such proceedings shall continue to be fully competent to complete the business in question thereafter using the application of the Rules and regulations of The Association in force immediately prior to the Effective Date.

4 THE JUDICIAL PANEL

4.1 Subject to Clauses 4.6 and 8, the Judicial Panel will consist of four categories of Panel Member as follows:

4.1.1 Council Panel Members, including the Judicial Panel Chairman;

4.1.2 Football Panel Members who are appointed by the Judicial Panel Monitoring Group;

4.1.3 Chairman's Panel Members, including the Judicial Panel Chairman, who are appointed by the FRA to sit as Chairman of Regulatory Commissions; and

4.1.4 Specialist Panel Members, who shall not be, and shall not have been at any time in the immediately preceding three years, a Member of Council.

4.2 Subject to Clauses 4.6 and 8, each Council Panel Member shall hold office for a year and shall be eligible for further terms. Subject to Clauses 4.6 and 8, each Football Panel Member and each Specialist Panel Member shall hold office for a term of three years and shall be eligible for further terms. Panel Members are not subject to retirement by rotation.

4.3 The Committees Appointment Panel shall at each Summer Meeting of Council appoint the Council Panel Members.

4.4 The Council Panel Members of the time being may at any other time appoint a Member of Council to be a Council Panel Member in order to fill a vacancy arising, due to early retirement, removal or otherwise, between Summer Meetings of Council. Any such Council Panel Member appointed in accordance with this Clause 4.4 shall remain in office until the next following Summer Meeting and thereafter shall be subject to the appointment process as referred to in Clause 4.3 above.

4.5 The JPMG may at any other time appoint a person to be a Football Panel Member or a Specialist Panel Member, as appropriate, in order to fill any vacancies arising due to early retirement, removal or otherwise. Any such Football Panel Member or Specialist Panel Member appointed in accordance with this Clause 4.5 shall retire at the time when the respective vacating Football Panel Member or Specialist Panel Member would otherwise have retired but shall be eligible for further re-appointment. For the purposes of Clause 4.2, if he is re-appointed, his first term of office shall be deemed to have commenced on the date on which he was re-appointed pursuant to this Clause 4.5.

4.6 No person may be appointed as a Panel Member:

4.6.1 unless he has attained the age of 18 years; or

4.6.2 in circumstances such that, had he already been a Panel Member, he would have been disqualified from acting under the provisions of Clause 8;

5 APPEAL BOARD CHAIRMAN PANEL

5.1 The Appeal Board Chairman Panel shall consist of no fewer than three and not more than seven members at any time.

5.2 The first members of the Appeal Board Chairman Panel shall be appointed by the FRA and thereafter, any vacancies shall be filled by the members of the Appeal Board Chairman Panel for the time being, in consultation with the Judicial Panel Monitoring Group. No person who has been a Participant or member of the Board or Member of Council within the previous five years shall be eligible. Only members or former members of the judiciary,

- Queen's Counsel, junior Barristers or Solicitors of more than 10 years standing shall be eligible.
- 5.3 Subject to Clause 5.4 below, members of the Appeal Board Chairman Panel shall be eligible for re-election every 4 years.
- 5.4 The appointment of a member of the Appeal Board Chairman Panel shall cease if:
- 5.4.1 by notice in writing to the Judicial Panel Chairman, he resigns from the Appeal Board Chairman Panel; or
 - 5.4.2 he becomes bankrupt or makes any arrangement or composition with his creditors; or
 - 5.4.3 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
 - 5.4.4 if being a practising Solicitor or Barrister, he is struck off the Roll of Solicitors or suspended from practice by the Solicitors Disciplinary Tribunal or disqualified, suspended or struck off by the Bar Council (as the case may be) for any reason; or
 - 5.4.5 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
 - 5.4.6 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
 - 5.4.7 he is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Judicial Panel or The Association.

6 REGULATORY COMMISSIONS

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

nominee) to act as chairman of that Regulatory Commission. If the Chairman is not present within 15 minutes after the appointed time for holding the hearing, the Judicial Panel Chairman, (or in his absence, his nominee), shall appoint another member of the Regulatory Commission to act as Chairman.

- 6.3 A person shall not be deemed to be competent to serve on a Regulatory Commission if he has pending before him as a serving member of an Appeal Board a matter or decision with which another Panel Member of the proposed Regulatory Commission is concerned.
- 6.4 If a member of a Regulatory Commission doubts his ability to be impartial, or believes there to be a materially conflicting interest in the proceedings, he shall declare it as soon as possible, and unless all parties waive it and request the member to act, then the member shall withdraw completely from the proceedings.
- 6.5 The Judicial Panel Chairman (or in his absence, his nominee) shall appoint another to fill any vacancy that arises on a Regulatory Commission prior to a hearing. Where a vacancy or vacancies occur in a Regulatory Commission after the commencement of a hearing, the hearing shall cease and a new hearing arranged before a freshly constituted Regulatory Commission, unless the parties consent to the remaining members continuing.

7 APPEAL BOARDS

- 7.1 The powers in Rule H and the regulations of The Association to hear cases or appeals shall be exercised by an Appeal Board. Each Appeal Board shall be established by the Judicial Panel Chairman (or in his absence, his nominee) pursuant to Clauses 3.1 and 3.2.
- 7.2 Subject to Clauses 7.3 and 7.4, the composition of any Appeal Board established for and empowered to hear an appeal shall be determined by the Judicial Panel Chairman applying a selection policy established by the Judicial Panel Chairman and the FRA within three months of the Effective Date. PROVIDED THAT all Appeal Boards shall: (i) consist of two members who are not Council Panel Members; and (ii) include one member (other than the chairman of the Appeal Board) who is Independent.
- 7.3 An individual from the Appeal Board Chairman Panel shall be appointed by the Judicial Panel Chairman (or in his absence, his nominee) to act as chairman of an Appeal Board.
- 7.4 A person shall not be deemed to be competent to serve on an Appeal Board if he has pending before him as a serving member of a Regulatory Commission a matter or decision with which another Panel Member of the proposed Appeal Board is concerned.
- 7.5 If a member of an Appeal Board doubts his ability to be impartial, or believes there to be a materially conflicting interest in the proceedings, he shall declare it as soon as possible, and unless all parties waive it and request the member to act, then the member shall withdraw completely from the proceedings.
- 7.6 The Judicial Panel Chairman (or in his absence, his nominee) shall appoint another to fill any vacancy that arises on an Appeal Board prior to a hearing. Where a vacancy or vacancies occur in an Appeal Board after the commencement of a hearing, the hearing shall cease and a new hearing arranged before a freshly constituted Appeal Board, unless the parties consent to the remaining members continuing.

8 DISQUALIFICATION OF THE PANEL MEMBERS

- 8.1 The appointment of a Panel Member shall cease if:
- 8.1.1 by notice in writing to the Judicial Panel Chairman, he resigns from the Judicial Panel (but only if at least two Panel Members in his category remain in office when the notice of resignation is to take effect); or
- 8.1.2 being a Specialist Panel Member, he accepts a position which would make him ineligible for appointment under Clause 4.1.3; or

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

9 THE JUDICIAL PANEL CHAIRMAN

- 9.1 The Judicial Panel Chairman shall be appointed by and from the Council Panel Members, after consultation with the Judicial Panel Monitoring Group, for a term of 3 years, unless he resigns from the chair or ceases to be a Council Panel Member. Upon the expiry of his first period of office, any Judicial Panel Chairman shall be eligible for re-appointment for one further term of 3 years. His re-election as a Council Panel Member shall confirm his appointment as Judicial Panel Chairman for the balance of his 3 year term.
- 9.2 The Council Panel Members may, after consultation with the Judicial Panel Monitoring Group, at any other time appoint another person to be the Judicial Panel Chairman in order to fill a vacancy arising due to early retirement, removal or otherwise. Any such Judicial Panel Chairman appointed in accordance with this Clause 9.2 shall retire at the time the vacating Judicial Panel Chairman would otherwise have retired, subject to Clause 9.1 above.

10 FINANCES

- 10.1 The expenses of the Judicial Panel and the Appeal Board Chairman Panel shall be paid by the FRA. For the avoidance of doubt, nothing in this Clause shall prejudice the right of a Regulatory Commission or an Appeal Board to make an order for costs.
- 10.2 Pursuant to the FRA Budget, each member of a Regulatory Commission or Appeal Board may be paid an attendance allowance in respect of his attendance at hearings of the Regulatory Commission or Appeal Board in question at the level determined by the Board, together with reimbursement of reasonable out-of-pocket expenses.

- 10.3 Arrangements may be made for the reasonable remuneration of any chairman of an Appeal Board and any Specialist Panel Member when serving on an Appeal Board or a Regulatory Commission at the level determined by the Board.

11 AMENDMENT AND DISSOLUTION

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

Original Approved at Council on 29 May 2007

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

Revised and approved by Council on 28 June 2011

The Companies Act 2006, as amended and modified from time to time

ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED
("the Company" or "The Association")

Company Number: 00077797

(Adopted by special resolution passed on 27th May 2007 as amended by special resolutions passed on 19th May 2015)

EXCLUSION OF TABLE A

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

INTERPRETATION

- 2 In these Articles of Association, except where the subject or context otherwise requires:
- (a)
 - (i) the 2006 Act means the Companies Act 2006 as amended, including any modification or re-enactment thereof for the time being in force;
 - (ii) the 1986 Act means the Insolvency Act 1986 as amended, including any modification or re-enactment thereof for the time being in force;
 - (b) Affiliated Organisation means one or any of the listed organisations:
 - (i) The League Managers' Association;
 - (ii) The Professional Footballers' Association;
 - (iii) The Referees' Association;
 - (iv) The Football Conference;
 - (v) The Northern Premier League;
 - (vi) The Southern League; and
 - (vii) The Isthmian League.
 - (c) Alliance Committee means the committee established by Council to oversee matters relating to the participation of The Football Conference, The Northern Premier League, The Isthmian League and The Southern Football League in steps 1 to 4 (inclusive) of the National League System from time to time in accordance with these Articles and the Standing Orders;
 - (d) Articles means these articles of association as altered from time to time by special resolution (and "Article" shall be interpreted accordingly);
 - (e) Associate Member Club means a football club accorded the status of an Associate Member Club pursuant to the Rules;
 - (f) Audit Committee means the audit committee established by the Board from time to time in accordance with these Articles;
 - (g) auditors means the auditors for the time being of the Company;
 - (h) Board means the board of directors of The Association for the time being, constituted in accordance with these Articles;
 - (i) Chairman means the chairman of the Board who is appointed from time to time by Council in accordance with these Articles and the Standing Orders;
 - (j) clear days means the period excluding the day when a notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
 - (k) Competition means any competition (whether league or knock-out competition or otherwise) sanctioned by The Association, a County Association or an Other Football Association;

- (l) Council means the Council of The Association for the time being constituted in accordance with these Articles, and Member of (the) Council shall be any person for the time being appointed to and serving on (the) Council in accordance with Article 120;
- (m) County Association means an association accorded the status of a County Association pursuant to the Rules;
- (n) Director means a director of the Company who shall be a member of the Board;
- (o) Division(s) means no more than ten groupings of Full Member Clubs segregated on a regional basis which shall be determined by Council from time to time;
- (p) FIFA means the Fédération Internationale de Football Association or any successor body;
- (q) football means the game of association football played in accordance with the Laws of the Game;
- (r) football club means a club playing football and recognised as such by The Association pursuant to the Rules;
- (s) Football Regulatory Authority means a division of The Association established by Council from time to time and responsible for regulation and compliance functions;
- (t) Full Member Club means a football club accorded the status of a Full Member Club pursuant to the Rules;
- (u) Funding Formula means the formula as set out in Article 93 setting out the mechanism by which The Association's income is allocated;
- (v) General Secretary means a person appointed from time to time to the executive office of General Secretary by the Board in accordance with these Articles;
- (w) Inclusion Advisory Board means a committee of the Board established by the Board from time to time in accordance with these Articles to advise the Board on matters of inclusion and anti-discrimination in football.
- (x) Independent Non-Executive Director means a director of the Board who is appointed from time to time by the Council in accordance with these Articles and the Standing Orders but who is not the Chairman;
- (y) Judicial Panel means the judicial panel of The Association appointed by Council from time to time from which judicial commissions and appeal boards are appointed to hear disciplinary and other cases and appeals;
- (z) Law means any applicable law, statute, bye-law, regulation, order, rule of court or directive, any requirement of any regulatory body entitled to regulate the affairs of the Association, or any delegated or subordinate legislation
- (aa) Laws of the Game means the laws of the game as settled and in force from time to time by the International Football Association Board and FIFA;
- (bb) Leader of Council means a non-executive Director who shall chair meetings of Council and general meetings of The Association and who is appointed from time to time by Council in accordance with these Articles and the Standing Orders.
- (cc) Life Vice-President means such persons who have been accorded the status of Life Vice-President of Council pursuant to these Articles;
- (dd) Material Business Relationship as between an individual and the relevant body means a significant commercial relationship including one under which he receives the payment of remuneration by fees or rent or otherwise (save for properly incurred expenses). "Individual" includes any person connected with that individual as a spouse, civil partner, widow, widower, former spouse, former civil

- partner, parent, step or adopted parent, grandparent, child, step child, adopted child, descendant, qualifying co-habitant or next-of-kin;
- (ee) National Game means all aspects of football involving and affecting Participants in and at the level of step 1 of the National League System and below;
- (ff) National Game Board means a committee of the Board established by the Board from time to time in accordance with these Articles and responsible to the Board for the conduct of the National Game whose composition is as set out in Article 100;
- (gg) National Game Shareholder means any Shareholder who is:
- (i) a Full Member Club, save for those Full Member Clubs who are in membership of The FA Premier League or The Football League from time to time;
 - (ii) a Member of Council who is a National Game Representative save for those Life Vice-Presidents, Senior Vice-Presidents and Vice-Presidents who cease to be a voting representative pursuant to Articles 132 and 133; and
 - (iii) a County Association.
- (hh) National Game Representative means a Member of Council who is:
- (i) A representative of a County Association;
 - (ii) a representative of an Other Football Association;
 - (iii) a representative of a Division save that a person who holds a position with a football club in membership of The FA Premier League or The Football League shall not be a National Game Representative;
 - (iv) a representative of The Football Conference, The Isthmian League, The Northern Premier League or The Southern League;
 - (v) a Life Vice-President, Senior Vice-President or Vice-President (provided always that immediately before his appointment as a Life Vice-President or Senior Vice-President or election as a Vice-President he was a National Game Representative pursuant to (i), (ii), (iii) or (iv) above).
- (ii) National Game Special Share means the special share of £1.00 in the capital of the Company, allotted and issued to the National Game Special Shareholder;
- (jj) National Game Special Shareholder means the chairman of the National Game Board from time to time;
- (kk) National League System means the Competitions which interact with one another by way of promotion and relegation within those steps of the National Game pyramid as determined by Council from time to time;
- (ll) Nominations Committee means the nominations committee established by the Board from time to time in accordance with these Articles;
- (mm) Nominee means a natural person appointed as a nominee pursuant to Article 15;
- (nn) Other Football Association means one or any of the following listed associations:
- (i) The University of Oxford Football Association;
 - (ii) The University of Cambridge Football Association;
 - (iii) The Army Football Association;
 - (iv) The Royal Navy Football Association;
 - (v) The Royal Air Force Football Association;
 - (vi) The Amateur Football Alliance;

- (vii) The Women's Football Conference;
- (viii) The English Schools' Football Association; and
- (ix) The Independent Schools' Football Association;
- (oo) Ordinary Share means an ordinary share of £0.05 in the capital of the Company;
- (pp) Participants means a participant as defined in the Rules from time to time;
- (qq) President means the president of The Association who shall be appointed annually by Council and whose position shall be honorary;
- (rr) Professional Game means all aspects of football involving and affecting Participants in and at the levels of The FA Premier League and The Football League;
- (ss) Professional Game Board means a committee of the Board established by the Board from time to time in accordance with these Articles and responsible to the Board for the conduct of the Professional Game, whose composition shall be as determined by the terms of reference of the Professional Game Board from time to time;
- (tt) Professional Game Representative means a Member of Council who is:
 - (i) a representative of either The FA Premier League or The Football League or, if a representative of a Regional Division, a person who holds a position with a football club in membership of The FA Premier League or The Football League; and
 - (ii) a Life Vice-President, Senior Vice-President or Vice-President (provided always that immediately before his appointment as a Life Vice-President or Senior Vice-President or election as a Vice-President he was a Professional Game Representative pursuant to (i) above).
- (uu) Professional Game Special Share means the special share of £1.00 in the capital of the Company allotted and issued to the Professional Game Special Shareholder;
- (vv) Professional Game Special Shareholder means jointly The FA Premier League and The Football League;
- (ww) Remuneration Committee means the remuneration committee established by the Board from time to time in accordance with these Articles;
- (xx) Rules means the provisions for the regulation of football matters known as the "Rules of The Football Association Limited" as applicable from time to time and any regulations, standing orders, decisions, rulings, findings, penalties or orders of any nature made pursuant to the Rules;
- (yy) Secretary means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary;
- (zz) Senior Vice-President means such persons who have been accorded the status of Senior Vice-President of Council pursuant to these Articles;
- (aaa) Shareholder means any of the persons or bodies referred to in Articles 12 and 13 or their Nominee or Nominees appointed pursuant to Article 15, in either case, whose name is entered in the register as the holder of such shares and "holder of a share" in the Company shall be construed accordingly;
- (bbb) share means any Ordinary Share, the National Game Special Share or the Professional Game Special Share;
- (ccc) Standing Orders means the standing orders of (the) Council as applicable from time to time;

- (ddd) Statutes means the 1985 Act and 2006 Act and every other statute or statutory instrument, law or regulation for the time being in force concerning companies and affecting The Association;
- (eee) Summer Meeting(s) means the meeting of Council which takes place in June or July every calendar year, in accordance with the Standing Orders;
- (fff) Supporters' Representative means the representative of supporters' organisations who is appointed pursuant to these Articles;
- (ggg) The Disability Football Committee means a committee of the National Game Board established by the National Game Board from time to time to advise the National Game Board on matters of the development of disability football.
- (hhh) The FA Premier League means The Football Association Premier League Limited or any successor body;
- (iii) The Football Conference means The Football Conference Limited or any successor body;
- (jjj) The Football League means The Football League Limited or any successor body;
- (kkk) The Isthmian League means The Isthmian Football League Limited or any successor body;
- (lll) The Northern Premier League means The Northern Premier Football League Limited or any successor body;
- (mmm) The Southern League means The Southern Football League Limited or any successor body;
- (nnn) UEFA means the Union of European Football Associations or any successor body;
- (ooo) Vice-Chairman means a vice-chairman of The Association and who is elected from time to time by the Members of Council pursuant to the Standing Orders; and
- (ppp) Vice-President means any vice-president of The Association who is elected annually by Council.
- 3 References to a document being executed include references to its being executed under hand or under seal or by any other method.
- References to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.
- Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.
- Words or expressions contained in these Articles which are not defined in Article 2 but are defined in the 1985 Act or 2006 Act have, if not inconsistent with the subject or context, the same meaning as in the 1985 Act or 2006 Act (but excluding any statutory modification thereof not in force at the date of adoption of these Articles).
- Subject to the preceding paragraph, references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.
- 4 Headings are inserted for convenience only and do not affect the construction of these Articles.
- 5 In these Articles,
- (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given thereto;

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

SHARE CAPITAL

- 6 (a) The Company's shares are Ordinary Shares of 5p each and special shares of £1 each and are limited in number to 2,000 Ordinary Shares, and two special shares, one designated the "National Game Special Share" and the other designated the "Professional Game Special Share."
- (b) Subject to the remaining provisions of this Article 6(b) and to Article 6(c), the directors are generally and unconditionally authorised, for the purposes of section 551 of the 2006 Act and generally, to exercise any power of the Company to:
- (i) offer or allot;
 - (ii) grant rights to subscribe for or to convert any security into;
 - (iii) otherwise deal in, or dispose of, any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.
- (c) The authority referred to in Article 6(b):
- (i) shall be subject to the limits in Article 6(a);
 - (ii) shall only apply insofar as the Company as not renewed, waived or revoked it by ordinary resolution;
 - (iii) may not be exercised in breach of the Articles or the Statutes; and
 - (iv) may only be exercised for a period of five years commencing on the date on which this Article 6(c) is adopted, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).
- 7 No part of the said share capital shall be called or paid up without the prior approval of the Company in general meeting.
- 8 No share shall entitle the holder thereof to any payment in respect of paid-up capital (if any), dividend, bonus, profit, or otherwise. No share shall be sub-divided. No share shall be consolidated. No bonus issue shall be made nor shall any capital dividend be paid.
- 9 No invitation to the public to subscribe for shares in the said share capital shall be issued.
- 10 In accordance with section 567(1) of the 2006 Act, sections 561 and 562 of 2006 Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the 2006 Act) made by the Company.
- 11 All unissued shares for the time being in the capital of the Company shall be under the control of the Board who shall have the power to allot or otherwise dispose of them only to such persons and only in such manner as provided in these Articles.
- 12 Subject to Articles 14 and 15, Ordinary Shares may only be allotted or (to the extent that a transfer is permitted from an existing Shareholder) transferred to the following:
- (a) The FA Premier League;
 - (b) The Football League;
 - (c) a voting Member of Council;

- (d) a Full Member Club;
 - (e) a County Association; and
 - (f) the Secretary.
- 13 The Professional Game Special Share may only be issued to, held by and transferred to the Professional Game Special Shareholder and the National Game Special Share may only be issued to, held by and transferred to the National Game Special Shareholder. The rights attached to the Professional Game Special Share may be varied with (but only with) the consent in writing of the Professional Game Special Shareholder. The rights attached to the National Game Special Share may be varied with (but only with) the consent in writing of the National Game Special Shareholder.
- 14 The entitlement to Ordinary Shares shall be as follows:
- (a) The FA Premier League and The Football League shall each be entitled to one Ordinary Share only;
 - (b) each Member of Council shall be entitled to one Ordinary Share only for so long as he or she is a voting Member of Council;
 - (c) each Full Member Club shall be entitled to one Ordinary Share only;
 - (d) each County Association shall be entitled to one Ordinary Share if there are fifty football clubs or less in membership of such County Association; to two Ordinary Shares if there are more than fifty football clubs and not more than one hundred football clubs in such County Association; and to one additional Ordinary Share for every fifty football clubs or less in such County Association above the first one hundred football clubs. Notwithstanding any other provision in these Articles, the Board shall be entitled to determine what shall or shall not qualify as a football club in membership of a County Association for the purposes of this provision; and
 - (e) the Secretary shall be entitled in accordance with Article 16.
- 15 Where any body identified in Article 12 is not a legal entity entitled to hold shares in its own name, a Nominee or Nominees shall be appointed to hold the share or shares to which the relevant body is entitled for and on behalf of all persons combining to form the relevant body, PROVIDED THAT such Nominee is a member of such body and that such body informs the Board promptly in writing of the appointment of and the details of such Nominee. The Board may require any person whose name is on the register as a holder of shares to disclose in writing full details of the person or persons for whom he/she holds shares. For the purposes of this Article, any issue as to whether a person is or is not entitled to hold a share or shares as Nominee or a person or persons is/are entitled to appoint a Nominee shall be determined finally by the Board. The Company shall register any such share or shares in the name of the Nominee where the Board has determined that such person or persons is/are so entitled. A County Association may appoint a Nominee or Nominees under the terms of this Article to hold a share or shares to which it is entitled, notwithstanding that it is a legal entity.
- 16 The Secretary may be registered as the holder of any number of Ordinary Shares in the Company which may be transferred to the Secretary by or on behalf of Shareholders in accordance with the Articles, but the Secretary shall not in respect of such Ordinary Shares be permitted to vote at any general meeting of the Company, either personally or by proxy, or to be reckoned in a quorum, or to exercise any right or privilege as a Shareholder in relation to general meetings. The Secretary shall, upon retiring or removed from the office of Secretary, execute a transfer of all the Ordinary Shares of which the Secretary is then registered as holder in favour of the succeeding Secretary.

SHARE CERTIFICATES

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

SUSPENSION OF RIGHTS

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

FORFEITURE AND SURRENDER

- 20 Save for the Professional Game Special Shareholder and the National Game Special Shareholder, the following shall not be entitled to be nor shall continue to be a Shareholder:
- (a) any person who is, or may be, suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law of any jurisdiction; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
 - (b) any person or body who is not specified as being entitled to hold a share pursuant to Articles 12 and 14 or ceases to be so entitled;
 - (c) any person or body who is subject to Article 19 above and whom the Board decides, in its complete discretion, should be subject to the provisions of this Article 20;
 - (d) in the case of an individual, any person who has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction or any person who makes any arrangement or composition with his creditors generally or applies for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act;
 - (e) in the case of a company, unincorporated body or association, where its shareholders pass a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind it up; where it has a meeting of its creditors convened pursuant to section 95 or section 98 of the 1986 Act; where it has a winding up order made against it by a Court under section 122 of the 1986 Act or where a provisional liquidator is appointed over it under section 135 of the 1986 Act; or where an action is taken by the Registrar of Companies to strike that company off the register under section 652 of the Act; or
 - (f) any person who holds a share as a Nominee and that person has ceased to be a member of the body in respect of which he is a Nominee, or the relevant organisation appoints a new Nominee or Nominees, and any share held by such person or body shall be transferred as the Board may direct, failing which such share(s) shall be forfeited.
- 21 Save for the Professional Game Special Shareholder and the National Game Special Shareholder, the Company shall have the power by passing a resolution at a general meeting to determine that any Shareholder (including a Nominee) of the Company shall cease to be a Shareholder. Such resolution shall be carried if supported by 75% or more of those present and voting at the meeting. Such resolution shall take effect as from the conclusion of such meeting, or from such subsequent time as the said resolution may prescribe, and any share(s) held by any person or body subject to such resolution shall be transferred by such person or body as the Board may direct, failing which such share(s) shall be forfeited.
- 22 Subject to the provisions of the 1985 Act, the 2006 Act and these Articles and save for the Professional Game Special Shareholder and the National Game Special Shareholder, shares transferred as the Board directs or forfeited pursuant to Articles 20 and 21 shall be deemed to belong to the Company and may be cancelled, re-allotted or otherwise disposed of on such terms and in such manner as the Board determines. Where for the purposes of

its re-allotment or disposal, a share is to be transferred to any person or body and where the holder of the share makes a default in transferring the share after having been bound aforesaid, the Board may authorise the Secretary to execute an instrument of transfer of each share to that person or body. Subject to Articles 12 and 14, the Company may register the transferee as holder of the share and an instrument of transfer so executed shall be effective as if it had been executed by the holder of the share and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto.

23 A person or body, any of whose shares have been forfeited, shall cease to be a holder in respect of them and shall surrender to the Company for cancellation any certificate for the share(s) but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares or otherwise.

24 Any person or body whose share(s) is/are forfeited under these Articles shall not in respect of the relevant share(s) from the time it is/they are deemed forfeited be entitled to attend or vote at any general meeting of the Company or to exercise any other right conferred by ownership of a share in relation to any such meeting.

25 Without prejudice to the provisions of any other Article, the forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share(s) and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the 1985 Act or 2006 Act given or imposed in the case of past Shareholders.

26 The Board may accept the surrender of any share. A surrendered share shall be treated as if it had been forfeited.

27 A statutory declaration by a Director or the Secretary that a share has been duly forfeited or surrendered on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share. Title to the share shall not be affected by any irregularity in, or validity of, the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

28 The instrument of transfer of a share may be in any usual form or in any other form which the Board may approve. An instrument of transfer need not be under seal.

29 The Board may, in its absolute discretion and without giving any reason, refuse to register the transfer of a share (whether or not such share is fully paid), unless the transfer is from the Nominee of a person who is entitled to hold a share under Article 14 to another Nominee of the same person, or to that person, and the disclosure requirements under Article 15 have been complied with.

30 If the Board refuses to register the transfer, it shall within two months after the date on which the instrument of transfer was lodged with the Company send to the transferee notice of the refusal.

31 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Board may determine.

32 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

33 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuses to register shall be returned to the person lodging it when notice of the refusal is given.

ALTERATION OF SHARE CAPITAL

- 34 The Company may by ordinary resolution:
- (a) increase its share capital by such sum to be divided into shares of such amount as the resolution prescribes; and
 - (b) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of shares so cancelled.
- 35 Subject to the provisions of the 1985 Act or the 2006 Act as applicable, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

SPECIAL MEASURES

- 36 (a) This Article 36 shall only apply in respect of the following provisions:
- (i) the definition of "Funding Formula" (in Article 2);
 - (ii) the definitions of "National Game Special Share", "Professional Game Special Share", "National Game Special Shareholder" and "Professional Game Special Shareholder" (in Article 2);
 - (iii) Articles 6-11 (relating to share capital);
 - (iv) Article 13 (relating to the National Game Special Shareholder and the Professional Game Special Shareholder);
 - (v) Articles 34 - 35 (alteration of share capital);
 - (vi) this Article 36 and Article 37 (Special Measures);
 - (vii) Article 57 (proceedings at general meetings);
 - (viii) Articles 76-117 (relating to Directors and the Funding Formula);
 - (ix) Articles 120-136 (relating to Council);
 - (x) Article 153 (relating to winding up);
 - (xi) Articles 154-158 (relating to the procedures for determining the Rules); and
 - (xii) Articles 159-160 (relating to the procedures for determining amendments to the Memorandum of Association and the Articles).
- (b) Notwithstanding any provision in the Articles to the contrary, any amendment to any of the following Articles, that is to say those listed in 36(a) above, (including the removal of, or any waiver or ratification of any breach of, any such Articles) shall be deemed to be a variation of the rights attaching to the Professional Game Special Share and accordingly upon: (i) the proposal of any resolution to amend any such Articles (or to remove, or to waive or ratify any breach of, any such Articles); and (ii) the Professional Game Special Shareholder being invited by the chairman of the meeting to cast the votes attached to the Professional Game Special Share on that resolution, the Professional Game Special Shareholder shall be entitled to cast, and shall have available to cast, against any such resolution (and, for the avoidance of doubt, only against such resolution) such number of votes either on a show of hands or on a poll, as shall be equal to the aggregate number of votes cast in favour of the resolution.
- (c) Save as set out in Articles 13, 36(b) and 57, the Professional Game Special Shareholder shall have no right to vote at a general meeting by virtue of being the holder of the Professional Game Special Share.
- (d) The Professional Game Special Share shall confer no right to participate in the capital or the profits of the Company.

- 37 (a) This Article 37 shall only apply in respect of the following provisions:
- (i) the definition of "Funding Formula" (in Article 2);
 - (ii) the definitions of "National Game Special Share", "Professional Game Special Share", "National Game Special Shareholder" and "Professional Game Special Shareholder" (in Article 2);
 - (iii) Articles 6-11 (relating to share capital);
 - (iv) Article 13 (relating to the National Game Special Shareholder and the Professional Game Special Shareholder);
 - (v) Articles 34-35 (alteration of share capital);
 - (vi) this Article 37 and Article 36 (Special Measures);
 - (vii) Article 57 (proceedings at general meetings);
 - (viii) Articles 76-117 (relating to Directors and the Funding Formula);
 - (ix) Articles 120-136 (relating to Council);
 - (x) Article 153 (relating to winding up);
 - (xi) Articles 154-158 (relating to the procedures for determining the Rules); and
 - (xii) Articles 159-160 (relating to the procedures for determining amendments to the Memorandum of Association and the Articles).
- (b) Notwithstanding any provision in the Articles to the contrary, any amendment to any of the following Articles, that is to say those listed in 37(a) above, (including the removal of, or any waiver or ratification of any breach of, any such Articles) shall be deemed to be a variation of the rights attaching to the National Game Special Share and accordingly upon: (i) the proposal of any resolution to amend any such Articles (or to remove, or to waive or ratify any breach of, any such Articles); (ii) the National Game Special Shareholder being informed by the chairman of the meeting that less than 50% of the National Game Shareholders voting in person or by proxy have cast their votes in favour of the resolution; and (iii) the National Game Special Shareholder being invited by the chairman of the meeting to cast the votes attached to the National Game Special Share on that resolution, the National Game Special Shareholder shall be entitled to cast, and shall have available to cast, against any such resolution (and, for the avoidance of doubt, only against such resolution) such number of votes either on a show of hands or on a poll, as shall be equal to the aggregate number of votes cast in favour of the resolution.
- (c) Save as set out in Articles 13, 37(b) and 57, the National Game Special Shareholder shall have no right to vote at a general meeting by virtue of being the holder of the National Game Special Share.
- (d) The National Game Special Share shall confer no right to participate in the capital or the profits of the Company.

GENERAL MEETINGS

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

BUSINESS – PROPOSALS

- 41 The Board shall be entitled to propose such business to a general meeting as it considers appropriate, including any amendment to these Articles, the Memorandum of Association or to the Rules (PROVIDED, and subject always to the provisions of the 1985 Act and 2006 Act, that any proposal to amend the Rules, the Memorandum of Association or the Articles has the approval of Council as set out in Articles 155 and 159 respectively).
- 42 In the case of general meetings where it is proposed to amend the Rules, the Memorandum of Association or the Articles, not less than thirty-five clear days' notice shall be given by the Secretary to the Shareholders, such notice setting out the proposed changes to such documents and the date of the meeting. Notice of any proposed amendment to the proposed changes shall be given to the Secretary not less than twenty-eight clear days' prior to the date fixed for such general meeting. The Secretary shall give notice of such amendments to the Shareholders with the notice under Article 43.

NOTICE OF GENERAL MEETINGS

- 43 An annual general meeting and an extraordinary general meeting shall be called by at least fourteen clear days' notice but, subject to Article 42 a general meeting may be called by shorter notice if it is so agreed by a majority in number of Shareholders having a right to attend and vote, being a majority together not holding less than 90% of the total voting rights at a general meeting.
- 44 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the Shareholders, to each of the Directors, to the auditors for the time being of the Company and if required under the 1985 Act or 2006 Act (as applicable), the former auditors of the Company.
- 45 The notice shall specify the time and place of the meeting and shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special or extraordinary resolution, specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.
- 46 The notice shall state with reasonable prominence that a Shareholder entitled to attend and vote at the meeting being called is entitled to appoint a proxy to attend and vote instead of him, and that a proxy need not also be a Shareholder.
- 47 The accidental omission to give notice of a meeting to any person entitled to receive the same, or the non-receipt of a notice of meeting by any such person, shall not invalidate the proceedings at that meeting. Notice of a general meeting shall be deemed to have been given to any Nominee if sent to a business address of the body set out under Article 12 entitled to the share and on whose behalf the Nominee has been appointed as Nominee under Article 15.

PROCEEDINGS AT GENERAL MEETINGS

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

which the adjournment took place if a quorum had been present thereat PROVIDED THAT at least three days' notice has been given to the Shareholders of such adjournment in order to enable special business to be transacted thereat by less than a quorum.

- 51 The Leader of Council or in his absence, a Vice-Chairman (or in his absence any other Director) nominated by the Board shall preside as chairman at a general meeting.
- 52 If at any meeting neither the Leader of Council nor a Vice-Chairman nor such other nominated Director (if any) is present within fifteen minutes after the time appointed for holding the meeting, the Shareholders present and entitled to vote shall choose one of their number to be chairman of the meeting.
- 53 The chairman of the meeting may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 54 The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without setting a time or to another time or place where it appears to him that:
- (a) the Shareholders wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
 - (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
 - (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 55 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
- 56 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the 2006 Act, a poll may be demanded by:
- (a) the chairman of the meeting; or
 - (b) not less than five Shareholders present personally or by proxy having the right to vote at the meeting; or
 - (c) by Shareholders, present personally or by proxy, representing not less than one tenth of the total voting rights of all the Shareholders entitled to vote at the meeting.
- 57 Upon any resolution to amend all or any of the Articles listed in Articles 36(a) and/or 37(a) of these Articles or for the removal of, or waiver or ratification of any breach of, any of those Articles:
- (a) whether on a show of hands or on a poll, when the votes cast on that resolution have been counted, the chairman of the meeting, before any declaration of the result of that vote, shall immediately inform whichever of the Professional Game Special Shareholder and the National Game Shareholder is/are present at that meeting: (i) of the number of abstentions on, and of the number of votes cast in favour of, and of those cast against, the resolution; and (ii) of the number of votes cast in favour by the National Game Shareholders whether in person or by proxy;

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

VOTES OF SHAREHOLDERS

- 65 Subject to any rights or restrictions attached to any shares, on a show of hands each Shareholder who is present in person or by proxy shall have one vote and on a poll each Shareholder present in person or by proxy shall have one vote for every share of which he is the holder.
- 66 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

- 67 On a poll votes may be given either personally or by proxy. A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 68 If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing passed or done.

PROXIES AND CORPORATE REPRESENTATIVES

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

No instrument of proxy shall be valid after the expiration of two months from the date stated in it as the date of its execution. When two or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting, the one which was delivered last (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was delivered last, none of them shall be treated as valid in respect of that share.

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

- 74 Any corporation or corporation sole which is a Shareholder of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any separate meeting of the holders of any class of shares. A person so authorised shall be entitled to exercise the same power on behalf of the grantor of the authority as the grantor could exercise if it were an individual Shareholder of the Company and the grantor shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it.
- 75 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office (marked "Urgent, for the attention of the Secretary") or at such other place at which the instrument of proxy was duly deposited not less than forty eight hours before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 76 The number of Directors shall be no more than fourteen as provided for in Article 77.
- 77 The following shall be Directors of the Company:
- (a) the Chairman, when appointed by Council pursuant to Articles 78 to 82;
 - (b) up to five National Game Representatives as elected pursuant to Articles 87 to 90;
 - (c) up to five Professional Game Representatives as appointed pursuant to Articles 91 and 92;
 - (d) the General Secretary; and
 - (e) up to two Independent Non-Executive Directors when appointed by Council pursuant to Articles 78 to 81 and 83.
- 78 The Chairman and the Independent Non-Executive Directors shall be nominated (in writing on or before 30 April for a Summer Meeting or 21 days or more before the date of any other meeting of Council) by the Nominations Committee, endorsed by the Board and appointed by Council. At the time of appointment the Chairman or the Independent Non-Executive Director (as applicable) shall not be a Member of Council or be an employee, director or officer (other than in an honorary position) of, or have a Material Business Relationship with, a Competition (or any body which administers a Competition), a County Association, an Other Football Association, an Affiliated Organisation, a Full Member Club, an Associate Member Club, FIFA, UEFA (or any of its members, associations or confederations) or The Association (other than in his capacity as the Chairman or as an Independent Non-Executive Director) and he shall not take up any such positions after the date of his appointment until his retirement, removal or vacation from that office (other than pursuant to Article 120 (b) (ii) and (xii)). The Board shall give direction to the Nominations Committee on the skills and profile of the Independent Non-Executive Directors from time to time. Any dispute about whether or not a person complies with the eligibility criteria set out above will be resolved by the Board, whose decision on the matter shall be final.
- 79 Subject to Articles 102 and 103 and as provided in this Article, the term of office of the Chairman and of the Independent Non- Executive Directors shall be three years. No person may be the Chairman or an Independent Non-Executive Director for more than two terms. Where appointed at a Summer Meeting, the first term shall be deemed to have commenced at the date of the Summer Meeting. Where appointed at any other time, the term of office shall be deemed to have commenced at the date of the next Summer Meeting.
- 80 Subject to Board approval, at the end of his first term, a Chairman or an Independent Non-Executive Director shall be eligible for reappointment without further nomination if he

offers himself for re-appointment on or before 1 January in that year and other candidates may be proposed by the Nominations Committee and the Board to Council in writing on or before 30 April, if such appointment is to take place at a Summer Meeting. If the Chairman or an Independent Non-Executive Director is to be appointed at any other meeting of Council other than a Summer Meeting, candidates shall be proposed by the Nominations Committee and the Board 21 days or more before the date of the meeting at which the appointment is to take place.

81 Council shall have the power to remove the Chairman or an Independent Non-Executive Director from office at any time if a proposal at a meeting of Council to do so is supported by 66% or more of those present and voting.

82 Any vacancy arising upon the death, retirement due to age, removal or any other such vacation from office of the Chairman under these Articles (save for where a Chairman is retiring at the end of his first term) shall be filled: (i) as soon as practicable at an extraordinary meeting of Council convened pursuant to the Standing Orders; and (ii) pursuant to Articles 78 and 79. Prior to such appointment for a new Chairman at the extraordinary meeting of Council, a Vice-Chairman (if he is a Director) appointed by the Board, and if he is not a Director any other Director appointed by the Board, shall act as Chairman of The Association. For the avoidance of doubt, any acting Chairman of The Association shall only hold such a position until the new Chairman is appointed or until he himself is removed or resigns as a Director or if the Board resolves to appoint another acting Chairman, whichever is the earlier.

83 Any vacancy arising upon death, retirement due to age, removal or any other such vacation from the Board of an Independent Non-Executive Director under the Articles (save for where an Independent Non-Executive Director is retiring at the end of his first term) shall be filled pursuant to Articles 78 and 79.

84 During his term of office, the Chairman shall:

- (a) chair meetings of the Board pursuant to these Articles; and
- (b) carry out such other representative, ceremonial and ambassadorial roles as the Board shall determine from time to time.

Where the Chairman is unable at any time to carry out any of his duties above, then a Vice- Chairman shall, subject to any other provisions in the Articles, carry out such duty or duties in his place.

85 The Leader of Council shall be appointed, reappointed and removed pursuant to these Articles and the Standing Orders, as appropriate.

86 During his term of office the Leader of Council shall:

- (a) chair meetings of Council and general meetings of The Association pursuant to these Articles and the Standing Orders, as appropriate; and
- (b) carry out such other representative, ceremonial and ambassadorial roles as the Board shall determine from time to time.

Where the Leader of Council is unable at any time to carry out any of his duties above, then a Vice-Chairman shall, subject to any other provisions in the Articles, carry out such duty or duties in his place.

87 Subject to the maximum set out in Article 77(b), and Articles 102 and 103, the following provisions will apply in respect of the election of National Game Representatives to the Board:

- (a) up to five National Game Representatives shall be elected to the Board by the National Game Representatives; and
- (b) a National Game Representative shall serve on the Board for a maximum period of three years from the date of his election, at the expiry of which he shall retire,

upon which he may stand for re-election if eligible without further nomination for further terms of three years each.

- 88 Save for where a National Game Representative is to retire at the end of his term pursuant to Article 87 above, any vacancy arising upon death or retirement due to age or removal or any other such vacation from the Board of a National Game Representative under the Articles shall be filled at the next scheduled meeting of Council.
- 89 Where elected at a Summer Meeting, the first term for a National Game Representative shall be deemed to have commenced at the date of the Summer Meeting. Where elected at any other time, his term of office shall be deemed to have commenced at the date of such election, save and except that, solely for the purposes of determining when he is to retire pursuant to Article 87 (b), his term of office shall be deemed to have commenced on the date of (the most recent) election of the National Game Representative he has replaced.
- 90 Nominations and the procedure for National Game Representatives to be elected or re-elected to the Board or the National Game Board shall take place on the basis of a procedure to be determined from time to time by the National Game Representatives. Such procedure shall be published.
- 91 Subject to Articles 102 and 103, the following provisions will apply in respect of the appointment of Professional Game Representatives to the Board:
- (a) at each Summer Meeting, up to five Professional Game Representatives are to be appointed to the Board in writing, of which up to three shall be appointed by The FA Premier League and up to two shall be appointed by The Football League; and
 - (b) upon the retirement of a Professional Game Representative at every Summer Meeting pursuant to Article 91 (a) above, such representatives shall be eligible for reappointment.
- 92 Save for where a Professional Game Representative is to retire at the end of his term pursuant to Article 91 above, any vacancy arising upon death, retirement due to age, removal or any other such vacation from the Board of a Professional Game Representative under the Articles shall be filled by The FA Premier League or The Football League respectively, by notifying the Board in writing within one month after the date of the vacancy arising. Subject to Articles 102 and 103, a person so appointed pursuant to this Article shall hold office only for the period of appointment of the person he is replacing.

FUNDING FORMULA

- 93 (a) In Article 93 (b), the following definitions shall apply:
- (i) Accounting Year means the period from and including 1 January to 31 December in any calendar year;
 - (ii) Distributable Surplus means Income less (1) Expenditure; (2) the Retention; and (3) the Wembley Retention;
 - (iii) Exceptional Items means any exceptional and unexpected items identified by the Board from time to time requiring funding by the Board in any Accounting Year (which items shall be included within the Retention);
 - (iv) Expenditure means the aggregate of the total cost of sales and the total expenditure, in each case incurred by The Association in an Accounting Year, as determined by the Board from time to time by reference to the budget as adjusted by the audited accounts of The Association for such Accounting Year;
 - (v) Income means the total income arising from the activities and operations of The Association in an Accounting Year, as determined by the Board

- from time to time by reference to the budget as adjusted by the audited accounts of The Association for such Accounting Year;
- (vi) Initial Surplus means the sum of £65,077,000;
 - (vii) Retention means in relation to an Accounting Year such amount as the Board in its absolute discretion deems necessary to retain for application to capital projects or projected expenditure, to cover contingent liabilities or expenses or to provide for the reserves of The Association PROVIDED THAT, other than in relation to Exceptional Items, such amount shall not exceed 10% of the Income less Expenses in such Accounting Year.
 - (viii) Wembley Retention means in relation to an Accounting Year any amount not included in Expenses or the Retention, which the Board in its absolute discretion deems necessary to apply towards the completion of the construction of and the financing and refinancing of the construction, repair and development of Wembley Stadium.
- (b) Subject to Article 93 (c), where the Distributable Surplus in any Accounting Year is equal to or exceeds the Initial Surplus, the Initial Surplus shall be allocated so that the National Game shall receive £32,432,000 of the Distributable Surplus and the Professional Game shall receive £32,645,000 of the Distributable Surplus. Any excess Distributable Surplus over the Initial Surplus (the "Excess Surplus") shall be allocated between the National Game and the Professional Game so that the National Game shall receive 50% of the Excess Surplus and the Professional Game shall receive 50% of the Excess Surplus.
 - (c) Nothing in this Article shall oblige the Board to make any payment or enter into any commitment which would have the effect of The Association becoming insolvent.
 - (d) The Board shall agree with and provide to the National Game Board and the Professional Game Board respectively a budget for the Accounting Year setting out the calculations referred to in this Article 93 as soon as practicable in order to enable interim payments of Distributable Surplus to be made at the Board's discretion during such Accounting Year, such payments to be subject to adjustment after completion of the audited accounts of The Association for such Accounting Year.

POWERS OF THE BOARD

- 94 The affairs of the Company shall be managed by the Board which may exercise all the powers of the Company and do, on behalf of the Company, all such acts as may be exercised and done by the Company, subject always to the provisions of the 1985 Act, the 2006 Act and these Articles. The Board shall be responsible for (without limitation to the general powers referred to):
- (a) taking such decisions and actions as the Board considers appropriate in managing the affairs of the Company including without limitation appointing or removing from office of the General Secretary, and determining the terms of service of the Chairman (subject to Articles 79 to 83) and the General Secretary;
 - (b) all financial matters, including implementing the Funding Formula and approving the operating budgets and business plans of the Professional Game Board, the National Game Board and the Football Regulatory Authority;
 - (c) creating, developing and implementing The Association's overall strategy and specific strategies (including, but not limited to, coaching) and reporting on the same to Council;

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

DELEGATION OF POWERS OF THE BOARD

- 96 The Board may delegate any of its powers to such committees, divisions, boards, groups or such other bodies consisting of one or more Directors or others, or to the General Secretary, or to any other person holding any other executive office as it sees fit. Any such delegation may be made subject to any conditions as the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Such committees, divisions, boards, groups or such other bodies may in turn delegate to a sub-committee or such other bodies and on such terms as it considers appropriate.
- 97 The following, without limitation, shall be committees of the Board:
- (a) the Audit Committee;
 - (b) the Nominations Committee;
 - (c) the Remuneration Committee;
 - (d) the National Game Board, pursuant to Article 100;
 - (e) the Professional Game Board, pursuant to Article 101;
 - (f) the Inclusion Advisory Board; and
 - (g) the Women's Football Board.
- 98 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as the Board shall determine, including authority for the agent to delegate all or any of his powers.
- 99 The Board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, nor shall the holder thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the purposes of these Articles, save pursuant to a delegation of power pursuant to Article 96.
- 100 The remit of the National Game Board shall be as set out by the Board in the terms of reference of the National Game Board from time to time and the members of the National Game Board shall be:
- (a) the National Game Representatives on the Board from time to time;

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

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

At Summer Meetings of Council, the Council Committee Members shall be elected for terms of three years following the same procedures as apply for National Game Representatives on the Board pursuant to Articles 87 to 90, including those procedures which apply to vacancies pursuant to Article 88. An elected Council Committee Member who is retiring by rotation shall be eligible for re-election without further nomination, and any other candidates shall be proposed and seconded by other National Game Representatives to the Secretary in writing at least 21 days in advance of the date on which the election is to be held (save that any candidate put forward as a National Game Representative on the Board for election at the same meeting shall be deemed also to be a candidate for the National Game Board if not successful in the Board election).

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

DISQUALIFICATION AND REMOVAL OF DIRECTORS

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

- (d) being the Chairman or an Independent Non-Executive Director, he is removed pursuant to Article 81;
- (e) being a Professional Game Representative on the Board, he is removed by whichever of The FA Premier League or The Football League appointed him in writing to the Board; or
- (f) he has a bankruptcy order made against him or is declared bankrupt by any court of competition jurisdiction or where he makes any arrangement or composition with his creditors generally or applies for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act;
- (g) he dies or he is, or may be, suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (h) he resigns his office by notice to the Company; or
- (i) he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
- (j) he is absent for more than six consecutive months from Board meetings without the permission of the Board; or
- (k) he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
- (l) he is removed by the Board by a majority vote for the reason that he is subject of a decision of the relevant deciding panel that he is or has been in breach of the Office Holders' Code of Conduct as shall be in force from time to time.

REMUNERATION AND EXPENSES OF DIRECTORS

- 104 Subject to any recommendation from the Remuneration Committee and approval from Council, only the Chairman and the General Secretary may be paid such remuneration or extra remuneration by way of salary, commission or otherwise as the Board may determine.
- 105 The Directors may be paid an attendance allowance in respect of his attendance at meetings of the Board at a level determined by the Board, together with all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Board or otherwise in connection with the discharge of their duties.

DIRECTORS' INTERESTS

- 106 Subject to the provisions of the 2006 Act, and PROVIDED THAT he has disclosed to the Board the nature and extent of his interest, a Director, notwithstanding his office:
 - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested or involved;
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or involved; and

- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit unless such a benefit.

Provided that nothing in this Article shall permit a Director to accept a benefit from a third party, which is given to that Director by virtue of his office, unless such a benefit could not reasonably be regarded as giving rise to a conflict of interest.

107 For the purposes of Article 106;

- (a) a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class or persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PROCEEDINGS OF DIRECTORS

108 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. On any resolution, each Director shall have one vote save for as set out below at Articles 111 and 116.

109 The Chairman or, in his absence, a Vice-Chairman (if he is a Director) appointed by the Board or, in his absence, such other Director appointed by the Board shall act as the chairman of meetings of the Board.

110 The quorum for a meeting of the Board shall be five, one of whom must be either the Chairman or the General Secretary, one of whom must be a National Game Representative and one of whom must be a Professional Game Representative, and all of whom may participate in a meeting pursuant to Article 115, for the purposes of ensuring a quorate meeting.

111 At all meetings or any part thereof, voting rights shall be equal as between the National Game Representatives on the Board and the Professional Game Representatives on the Board. Where there are unequal numbers of National Game Representatives on the Board and the Professional Game Representatives on the Board present at a meeting (or for any part of a meeting), or where any National Game Representative or Professional Game Representative (as the case may be) has become chairman of the meeting in the Chairman's absence, pursuant to Article 109 above, then the chairman of the meeting shall determine the mode of voting, always subject to the overriding principle of equality of votes.

112 All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it afterwards be discovered that there was a defect in the appointment of any Director or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote. For these purposes, a Director may be appointed as an alternate for another Director, PROVIDED THAT such alternate is given in such form as complies with the requirements for alternates of Directors as shall be determined from time to time by the Board.

113 A meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

- 114 At least 7 clear days' notice of a meeting shall be required to be given to the Directors save where each Director agrees in writing to shorter notice. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 115 A meeting of the Board or of a committee of the Board may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication or by any other communication equipment) to speak to each of the others, and to be heard by each of the others simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the chairman of the meeting then is. The word "meeting" in the Articles shall be construed accordingly.
- 116 Where a Director directly or indirectly has either: (i) a material personal interest; (ii) a material commercial interest; or (iii) a duty, which conflicts or may conflict with the interests of the Company, (which is to include any decision made in respect of that Director pursuant to Article 103) he shall declare it on or before the commencement of the meeting and shall not be entitled to vote on any resolution concerning that matter, save where authorised by a resolution of the Board passed by the members of the Board other than the Director so interested and in respect of which, Article 111 shall not apply. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 117 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

SECRETARY

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

MINUTES

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

COUNCIL

- 120 (a) There shall be a body known as "The Council of The Football Association" which shall be constituted according to this Article.
- (b) The following shall be Members of Council:
- (i) the Leader of Council, when so appointed by Council;
 - (ii) the Chairman, when so appointed by Council;
 - (iii) six Vice-Presidents as elected by Council (who may also be Members of Council appointed pursuant to (iv) to (x) below);
 - (iv) the representatives of The FA Premier League as appointed pursuant to these Articles;
 - (v) the representatives of The Football League as appointed pursuant to these Articles;

- (vi) the representatives of the County Associations as appointed pursuant to these Articles;
 - (vii) the representatives of the Other Football Associations as appointed pursuant to these Articles;
 - (viii) the representatives of the Affiliated Organisations as appointed pursuant to these Articles;
 - (ix) the Supporters' Representative, when so appointed by Council;
 - (x) the representatives of the Divisions as appointed pursuant to these Articles;
 - (xi) the General Secretary;
 - (xii) the Independent Non-Executive Directors, when so appointed by Council;
 - (xiii) the Inclusion and Disability Football Representatives, when so appointed by Council; and
 - (xiv) all Life Vice-Presidents and Senior Vice-Presidents (who may also be Members of Council appointed pursuant to (iv) to (x) above). A Member of Council shall become a Life Vice-President on completion of twenty years' service (whether continuous or discontinuous) as a Member of Council PROVIDED ALSO THAT he has attained the age of seventy-two years and was first appointed to Council in or before 1990. A Member of Council shall become a Senior Vice-President on completion of twenty years' service (whether continuous or discontinuous) as a Member of Council PROVIDED ALSO THAT he has attained the age of seventy-two years and was first appointed to Council in or after 1991. A past Chairman may be appointed by Council as a Life Vice-President (if first appointed to Council in or before 1990) or a Senior Vice-President (if first appointed to Council in or after 1991) upon his relinquishing the Chair.
- 121 The FA Premier League and The Football League shall each be entitled to appoint up to eight representatives to Council. A representative of The FA Premier League or The Football League shall be a person who is a director of a football club in membership of The FA Premier League or The Football League respectively or the chairman, chief executive officer or other officer of either of those respective companies.
- 122 The Football Conference shall be entitled to appoint up to two representatives to Council. The representatives of The Football Conference shall be a person who is a director of a football club in membership of The Football Conference, a member of the management committee of an unincorporated member of The Football Conference or the chairman, chief executive officer or other officer of The Football Conference.
- 123 The Isthmian League, The Northern Premier League and The Southern League shall each be entitled to appoint one representative to Council. A representative of The Isthmian League, The Northern Premier League and The Southern League shall be a person who is a director of a football club in membership of The Isthmian League, The Northern Premier League and The Southern League respectively, a member of the management committee of an unincorporated member of The Isthmian League, The Northern Premier League or The Southern League or the chairman, chief executive officer or other officer of any of those respective companies.
- 124 Each County Association that has been such for the previous three years and has had 50 or more football clubs in membership for at least one year (the provisions of Article 14(d) applying in relation to what shall qualify as a football club in membership) shall be entitled to appoint annually one representative to Council.

- 125 Each of The University of Oxford Football Association, The University of Cambridge Football Association, The Amateur Football Alliance, The English Schools' Football Association, The Independent Schools' Football Association, The Army Football Association, The Royal Navy Football Association, The Royal Air Force Football Association, The League Managers' Association, The Professional Footballers' Association and The Referees' Association shall be entitled to appoint annually one representative to Council.
- 126 The Women's Football Conference shall be entitled to appoint annually up to two representatives to Council.
- 127 The Supporters' Representative shall be the individual elected to represent the interests of supporters, by way of a process approved by the Council Membership Panel, and appointed annually by Council from time to time.
- 128 The Disability Football Representative shall be the individual as nominated by the Disability Football Committee and appointed annually by Council from time to time.
- 129 The Inclusion Representatives shall be the individuals as nominated by the Inclusion Advisory Board and appointed annually by Council from time to time.
- 130 The Divisions shall each be entitled to appoint annually one club representative (each hereinafter known as a "Divisional Representative") to Council in accordance with the Standing Orders.
- 131 Save for the Chairman, Leader of Council, the General Secretary, Life Vice-Presidents and Senior Vice-Presidents, each representative appointed under Article 120 shall serve as a Member of Council from the date of appointment (which shall, always be from the date of the relevant Summer Meeting unless explicitly provided for elsewhere in these Articles), until midnight on the day before the Summer Meeting in the following year or the date of his replacement or vacation of office if earlier and (subject to any provisions as set out in the Standing Orders in respect of age limits or otherwise) such representatives shall be eligible for re-appointment.
- 132 If any Member of Council is appointed pursuant to Articles 121 to 130 and subsequently is elected as a Vice-President, he shall continue to vote in his capacity as a representative of the organisation which so appointed him until midnight on the day before the Summer Meeting at the end of the Season in which such Vice-President status was attained or until his earlier removal as representative of that organisation. From the date of such Summer Meeting or such earlier removal the Vice-President shall automatically become a non-voting, non-representative member of Council and the body which appointed him shall be entitled to appoint or elect (as appropriate) a new representative to become a voting Member of Council.
- 133 On the death, resignation or removal or vacation from office (otherwise than as set out in Article 132 above) of any representative, the organisation by which the representative was appointed under these Articles, shall have the power to appoint a new representative as a replacement. Such replacement shall serve for the period of appointment of the person being replaced.
- 134 Notwithstanding the power of the Board to manage The Association as reserved in Article 94, Council shall have the following powers:
- (a) to manage all matters relating to:
 - (i) the operation of the Football Regulatory Authority and the Judicial Panel, and where appropriate, appointments to the Judicial Panel, pursuant to financial and other arrangements agreed with the Board;
 - (ii) the control and management of the National League System and the leagues beneath the National League System;

- (iii) the criteria for membership of The Association;
 - (iv) the sanction of competitions and matches in England and overseas and the status and registration of players;
 - (v) the registration, control and development of refereeing;
 - (vi) the privileges of Members of Council and in particular issues of protocol, travel, seating and hospitality at matches;
 - (vii) youth football and the county youth cup competitions;
 - (viii) the composition of the committees of Council; and
 - (ix) the appointment, re-appointment or removal of the Chairman and Leader of Council and any other elections or appointments (as required) in respect of positions on Council;
- (b) to approve changes to the composition of Council (subject to the approval of the Board and the provisions of the 2006 Act);
 - (c) to approve and recommend to the Shareholders proposed amendments to the Memorandum of Association, the Articles and the Rules (subject to the approval of the Board and the provisions of the 1985 Act and 2006 Act (as applicable));
 - (d) to make or alter such regulations as are deemed necessary to provide for matters arising from or to implement the Rules in so far as any such regulation is not in conflict with any Rule;
 - (e) to debate any current and significant issues relating to football;
 - (f) to amend and/or make Standing Orders regulating the conduct of the business of Council (subject to the approval of the Board);
 - (g) to represent The Association at all "Football Association Semi Professional XI" representative matches;
 - (h) to debate and consider those documents referred to in Article 142;
 - (i) to debate and consider the appointment of the auditors of The Association; and
 - (j) to receive reports from the Board on the exercise of the Board's powers on an annual basis at the Summer Meeting or at such other time as requested by Council, PROVIDED THAT Council shall not have the power to make any decision (including any decision which purports to be binding on the Company) in relation to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect unless specifically authorised to do so by the Board in accordance with these Articles.
- 135 Council shall have the power to delegate matters within its jurisdiction only to the Football Regulatory Authority, the Judicial Panel, the Referees Committee, the Protocol Committee, Leagues Committee, the Membership Committee, the Alliance Committee, the Sanctions and Registrations Committee, the Youth Committee, the Representative Matches Committee, the Committee Appointment Panel and the Council Membership Panel. Other than the Football Regulatory Authority and the Judicial Panel, such committees, groups and panels shall not have the power to delegate any matters to others, without prior Board approval.

SEAL

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

INDEMNITY

- 137 Subject always to the provision of the 2006 Act and so far as may be consistent with the Statutes, in the management of the affairs of The Association, no Director shall be liable for any loss to the property of The Association arising by reason of an improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Director in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Director.
- 138 Subject to the provisions of the 2006 Act and so far as may be consistent with the Statutes:
- (a) every Director and any other officer of The Association (other than the auditors) shall be indemnified out of the assets of The Association against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or offices, providing that any such indemnity in relation to that Director or such officer shall only be valid in respect of any negligence, default, breach of duty or a breach of trust of which that Director or that officer may be guilty in relation to The Association to the extent that it constitutes a qualifying third party indemnity provision as defined in Section 234 of the 2006 Act;
 - (b) every Director or other officer of The Association (excluding the auditors) is exempted from any liability to The Association, where that liability would be covered by the indemnity in Article 139 (a); and
 - (c) The Association may also provide funds to any Director or other officer (excluding the auditors) or do anything to enable any Director or such other officer to avoid incurring expenditure of the nature described in Section 206 of the 2006 Act.

ACCOUNTS

- 139 The Board shall cause true accounts to be kept of all the receipts, credits, payments, assets and liabilities of the Company, and of all other matters necessary for showing the true state and condition of the Company, and the accounts shall be kept in such books and in such manner as the Board think fit, and to the satisfaction of the auditors.
- 140 Not later than the end of the period for filing accounts and reports to the Registrar of Companies or (if earlier) the date on which the Company delivers its accounts to the Registrar of Companies, a copy of the Company's annual accounts and reports for each financial year must be sent to every Shareholder, every holder of the Company's debentures from time to time and every person who is entitled to receive notice of general meetings. Copies need not be sent to a person for whom the Company does not have a current address as defined in section 423 of the 2006 Act. PROVIDED THAT the requirements of this Article shall be deemed satisfied in relation to any Shareholder by sending to such Shareholder, where permitted by the 2006 Act and instead of such copies, a summary financial statement derived from the Company's annual accounts and the report of the Directors and prepared in the form and containing the information prescribed by the 2006 Act and any regulations made thereunder.
- 141 The Board shall procure that each of those documents referred to in Article 140 above shall at the same time as they are sent to Shareholders be sent to the members of Council and where possible laid before a meeting of Council.
- 142 The books of account shall be kept at such place or places as the Board appoint, and shall be open to inspection by a Shareholder with the consent of the Board or of a special resolution of the Company.

AUDIT

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

NOTICES

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

WINDING-UP

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

RULES

- 153 All Shareholders, Directors, Members of Council and any body appointing the same under these Articles, are bound by and subject to and shall act in accordance with the Rules and any regulations, standing orders, decisions, rulings or other findings, penalties or orders of any nature made pursuant to the Rules under Article 155.
- 154 The Rules shall be as determined by the Shareholders from time to time in general meetings. Proposals to amend the Rules may only be made by:
- (a) a Shareholder (PROVIDED THAT such proposal does not relate in any way to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect); or
 - (b) the Board (PROVIDED THAT such proposal has been approved by Council).
- 155 Proposals to amend the Rules under Article 155 may only be made if:
- (a) such amendment complies with the Law and is not inconsistent with the Memorandum of Association and Articles; and
 - (b) acting in accordance with the Rules incorporating such amendment would not place the Association, the Directors, the Members of Council, the Shareholders or any other person acting in accordance with the Rules pursuant to these Articles in breach of the Law or the Memorandum of Association and Articles.
- 156 The Rules may provide that regulations, standing orders, decisions, rulings or other findings, penalties or orders may be made by Council or any committee thereof in order to carry out the intent or purpose of a Rule.
- 157 A resolution to amend the Rules shall be by way of ordinary resolution which shall be carried if supported by 75% or more of those Shareholders who are present and voting.

ARTICLES OF ASSOCIATION

- 158 The Articles shall be as determined by the Shareholders from time to time in general meetings and the provisions contained in these Articles. Proposals to amend the Articles may be made by the Shareholders pursuant to the 2006 Act or by the Board (PROVIDED THAT any such proposals made by the Board have been approved by Council).
- 159 Proposals to amend the Articles under Article 158 may only be made if:
- (a) such amendment complies with the Law; and
 - (b) the Articles incorporating such amendment would not breach the Law.

TRANSITIONAL PROVISIONS

- 160 The foregoing Articles are to be read having regard and subject to the transitional provisions set out immediately below.
- 161 Those Members of Council who were Life Vice-Presidents or Senior Vice-Presidents on 27 May 2007 shall continue to be able to vote in their capacities as Life Vice-Presidents or Senior Vice-Presidents until they are no longer Members of Council.

- 162 The provisions of Article 132 shall not apply to those Members of Council who were: (i) Vice- Presidents on 27 May 2007; and (ii) Vice-Presidents on 27 May 2007 and who subsequently become Life Vice-Presidents or Senior Vice-Presidents. Such persons shall continue to be able to vote in their capacities as Vice-Presidents and/or Life Vice-Presidents or Senior Vice-Presidents until they are no longer Members of Council.

THE OBJECTS

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

LIABILITY OF MEMBERS

- 164 The liability of the members is limited.

THE RULES OF THE FOOTBALL ASSOCIATION LIMITED (“The Association”)

(“The Rules”) as adopted by The Association on 18th May 2016 (the “Effective Date”)

These Rules must be read in conjunction with the Articles of Association of The Association (“the Articles”).

A. CONSTITUTION AND ADMINISTRATION OF THE ASSOCIATION

THE ASSOCIATION

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

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

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

DEFINITION AND INTERPRETATION

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

“**Academy**” means an establishment for the coaching and education of Academy Players operated by a Club in accordance with the requirements of the Professional Game Youth Development Rules licensed by the Professional Game Board pursuant to Youth Development Rule 10.

“**Academy Player**” means a male player (other than an Amateur Player or a Trialist) who is in an age group between Under 9 and Under 21 and who is registered for and who is coached by or plays football for or at a Club which operates an Academy pursuant to the Professional Game Youth Development Rules, save for a player who:

- (a) In the reasonable opinion of the Club which holds his registration has developed technical, tactical, physical and psychological skills of such a level that he would not benefit from participating or continuing to participate in its Academy’s Coaching Programme and Games Programme; and
- (b) Is registered as a Contract Player for that Club; and
- (c) Is at least 18.

“**Affiliated Association**” means an association which is either a County Association or an Other Football Association;

“**Appeal Board**” means any appeal board as established from time to time whose purpose is to hear appeals made by Participants pursuant to its terms of reference from time to time;

“**Appropriately Qualified Accountant**” means any individual who is a member of one of the bodies holding membership of the Consultative Committee of Accountancy.

“**Associate Member Club**” means a Club accorded the status of an Associate Member Club pursuant to Rule A3(c);

“**Club**” means any football club;

“**Club Official**” means any official, director, secretary, servant or representative of a Club;

“**Competition**” means any competition (whether a league or knock-out competition or otherwise) sanctioned by The Association and/or an Affiliated Association;

“**Contract Player**” means any player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club;

“County Association” means an association which has been accorded the status of a County Association pursuant to Rule A4(a)(i);

“Football club” means any club which plays the game of football in England and is recognised as such by The Association;

“Football Creditor” means:

- (i) The Association and any Parent Undertaking of The Association and any Subsidiary Undertaking of that Parent Undertaking or The Association;
- (ii) The FA Premier League;
- (iii) The Football League;
- (iv) The National League;
- (v) The Northern Premier League;
- (vi) The Southern League;
- (vii) The Isthmian League;
- (viii) any member club of any of the organisations listed in (i) to (vii) above;
- (ix) any full-time or part-time employee of a member club, as defined in (viii) above, or former full-time or part-time employee of such a member club, in respect of sums due to such person by way of arrears of remuneration or expenses;
- (x) the Professional Footballers’ Association;
- (xi) The Football Foundation;
- (xii) any Affiliated Association; and
- (xiii) any other affiliated clubs or leagues, and includes any successor bodies of any of the above;

“Football Regulatory Authority” means the football regulatory authority of The Association;

“Full Member Club” means a Club accorded the status of a Full Member Club in pursuant to Rule A3(c);

“Group” shall have the same meaning as defined at Section 474(1) of the 2006 Act.

“Intermediary” shall have the meaning ascribed to the term within The Association’s Regulations on Working with Intermediaries.

“Management Committee Member” means a person responsible for the management and administration of an unincorporated Club;

“Manager” means the person at a Club responsible for selecting a Club team;

“Match” means a football match sanctioned by The Association and/or an Affiliated Association;

“Match Officials” means referees and assistant referees and includes reserve officials and fourth officials;

“Non-Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment;

“Non-Member Club” means any Club affiliated to an Affiliated Association which is not a Full Member Club nor an Associate Member Club;

“Official” means any official, director, secretary, servant or representative of an Affiliated Association or Competition;

“Other Football Association” means one or any of the following listed associations:

- (a) The University of Oxford Football Association;
- (b) The University of Cambridge Football Association;

- (c) The Army Football Association;
- (d) The Royal Navy Football Association;
- (e) The Royal Air Force Football Association;
- (f) The Amateur Football Alliance;
- (g) The Women's Football Conference;
- (h) The English Schools' Football Association; and
- (i) The Independent Schools' Football Association;

"Out of Contract Player" means a Contract Player whose contract has expired;

"Parent Association" means the Affiliated Association of which a Club, in membership of more than one Affiliated Association, was first a member;

"Parent Undertaking" shall have the same meaning as defined at Section 1162 of the 2006 Act.

"Participant" means an Affiliated Association, Competition, Club, Club Official, Intermediary, Player, Official, Manager, Match Official, Management Committee Member, member or employee of a Club and all such persons who are from time to time participating in any activity sanctioned either directly or indirectly by The Association;

"Player" means any Contract Player, Out of Contract Player, Non-Contract Player or other player who plays or is eligible to play for a Club or is subject to any suspension from playing;

"Regulatory Commission" means any regulatory commission as established from time to time whose purpose is to hear Participants' cases;

"Scholarship" means a scholarship as set out in Rule C3(a)(i) of these Rules; and

"Subsidiary Undertaking" shall have the same meaning as defined at Section 1162 of the 2006 Act.

AFFILIATION OF CLUBS

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

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

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

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

(c) *Control by The Association*

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

(d) *Rights and Privileges*

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

- (e) *Resignation by a Full Member Club or an Associate Member Club*
A Full Member Club or an Associate Member Club may resign its status as such to have effect only at the end of the playing season. Written notice of an intention to resign must be received at The Association by 31st December in that playing season.
- (f) *Termination of Status of a Full Member Club or an Associate Member Club*
Council may at any time decide that a Club shall cease to have the status of a Full Member Club or an Associate Member Club on such terms as it considers appropriate. A Club shall automatically cease to have the status of a Full Member Club or an Associate Member Club if it ceases to be in membership of an Affiliated Association.
- (g) *Transfer of Membership*
Council may use the following criteria, and any other conditions in Council's absolute discretion, in deciding whether to approve the transfer of membership by a Full Member Club or an Associate Member Club:
- (i) the shareholders or members of the existing Full Member Club or Associate Member Club have voted to agree the transfer of the membership to the proposed future member;
 - (ii) all Football Creditors of the existing Full Member Club or Associate Member Club must be fully satisfied;
 - (iii) all other creditors of the existing Full Member Club or Associate Member Club must be satisfied and evidenced as such;
 - (iv) the proposed future Full Member Club or Associate Member Club must provide financial forecasts showing their ability to fund the Full Member Club or Associate Member Club for the next 12 months or to the end of the season following transfer (whichever is the longer);
 - (v) evidence of funding sources will be required; and
 - (vi) where the proposed future Full Member Club or Associate Member Club is a company, then it shall be formed and registered in England and Wales under the Act.
- (h) *Suspension of Membership/Rights and Privileges*
On such terms and conditions as it considers appropriate, Council may at any time suspend the status, rights and privileges of a Full Member Club or an Associate Member Club.
- (i) *Nursery Clubs*
Any Club which is under obligation to another Club, written or otherwise, by reason of which it has not the sole and entire control of its own management, finances and Players, shall be deemed to be a "Nursery Club" and is not entitled to be a Full Member Club or an Associate Member Club.
- (j) *Annual Return of a Full Member Club and an Associate Member Club*
- (i) Each Full Member Club, Associate Member Club and any other Club which The Association determines from time to time, shall forward to The Association before 1st July in each calendar year a completed Form "A" (in such form as shall be published by The Association from time to time) and shall supply such further information as is required by Council.
 - (ii) A Club shall report to The Association within 21 days any change in the information set out on the Form A most recently submitted.

- (iii) If the Club has failed to submit a fully completed Form A to The Association by 1st July in any calendar year it shall be subject to such fine or other appropriate sanction as may be determined by Council.
- (k) *Subscription Fees of Full Member Clubs and Associate Member Clubs*
 - (i) Each Full Member Club and Associate Member Club shall on or before 1st July in each calendar year pay to The Association such subscription fee as shall be determined from time to time. An annual subscription shall not be refundable in any circumstance.
 - (ii) A Full Member Club or an Associate Member Club which has failed to pay any subscription due to The Association by 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by Council.
- (l) A Club competing in any one of The Premier League, The Football League, The Football Conference, the Southern Football League, the Isthmian League and the Northern Premier League shall not be permitted to change its playing name (i.e. the name under which the Club competes in a Competition), as recorded on Form "A", save with the prior written permission of Council.
Any application for a change of playing name must be received by The Association on or before 31 December in a playing season in order for it to be considered by Council for adoption in the following playing season. Council will use its absolute discretion in deciding whether to approve a change in a Club's playing name.
- (m) Where a Club is a company, that company must be formed and registered in England and Wales under the Act.

AFFILIATION OF ASSOCIATIONS

- 4 (a) *Conditions of Affiliation*
 - (i) Each County Association shall cover a defined area and shall neither extend nor alter such area without first having obtained the written consent of The Association and accordingly, only on the written confirmation by The Association shall an association be accorded the status of a County Association.
 - (ii) Each Other Football Association shall cover a defined category of membership as determined from time to time by The Association and shall neither expand nor alter such category of membership without first having obtained the written consent of The Association and accordingly, only on the confirmation by The Association shall an association be accorded the status of an Other Football Association.
 - (iii) Affiliated Associations may admit to membership Clubs within their area, and provide for the proper management and control of such Clubs.
 - (iv) An annual affiliation fee shall be paid by all Clubs in membership with Affiliated Associations and shall not be less than the amount determined from time to time by The Association.
 - (v) All Clubs which are Non-Member Clubs shall observe the Rules.
 - (vi) Second or reserve teams must always be so described.
- (b) *Subscription*
A membership fee, payable within one week of approval of application, and an annual subscription payable by 1st July in each calendar year, shall be as determined from time to time by The Association.

(c) *Other Associations and Clubs*

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

FAILURE TO PAY SUBSCRIPTION

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

POWERS OF THE ASSOCIATION

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

PRIVILEGES OF COUNCIL MEMBERS

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

B. SANCTIONING OF ASSOCIATIONS, COMPETITIONS AND MATCHES**SANCTIONING OF COMPETITIONS**

- 1 (a) *Form "D"*

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

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

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

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

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

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

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

Where a Competition or other combination of Clubs is sanctioned directly by The Association, Council shall cause an appeals commission to be appointed.

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

- (c) *Powers of Affiliated Associations over Clubs not in Membership of an Affiliated Association*
- (i) An Affiliated Association must not close a ground of a Club of another Affiliated Association. The matter must be dealt with by a joint commission of the Affiliated Associations concerned.
 - (ii) Clubs entering a Competition of an Affiliated Association of which they are not in membership shall be under the control of that Affiliated Association so far as the rules of the Competition are concerned. If in such matches, Clubs or Players are reported for offences against the Laws of the Game, or the Rules, such offences shall be dealt with by a joint commission of the Affiliated Associations concerned unless otherwise mutually agreed.

NATIONAL LEAGUE SYSTEM

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

CHARITY ASSOCIATIONS, BENEFIT COMPETITIONS AND CHARITY MATCHES

- 3 (a) *Form "E"*
- Charity associations or benefit Competitions shall not be formed without the written consent of The Association or of an Affiliated Association. All applications for formation shall be made on Form "E" (in such form as shall be published by The Association from time to time) and applications for continuance must be made on this form annually.
- All charity associations or benefit Competitions shall observe the Rules and regulations of The Association.
- Associations, Clubs or Players in membership of The Association and/or an Affiliated Association shall not play or take part in any charity association or benefit Competition to which consent has not been given.
- (b) *Charity Matches*
- Individual matches (not competition matches) may be played, for charity, or some similar object approved by The Association and/or an Affiliated Association. Reasonable expenses not exceeding 20% which may be approved by the consenting association on the application for consent, may be deducted from the gross proceeds.
- The balance must be paid over within 14 days of the match being played, and at the same time a return of the sums received and paid together with the necessary receipts, must be sent to the association which gave consent.

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

SANCTIONING OF MATCHES

4 (a) *Unaffiliated Football*

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

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

(b) *Matches with Foreign Associations, Leagues and Clubs¹*

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

The Association has in its discretion the power to consent or refuse an application.

When written consent has been given, The Association will inform the other national associations concerned.

An application to participate in a match or a series of matches against members of another national association involving players of school age shall be required to demonstrate that all such players have received the necessary permission from their head teacher before The Association will give consent.

Affiliated Associations, Competitions and their Clubs must not pay a commission of more than 10% of the reimbursements of travelling expenses to organisations or persons arranging their tours.

Where a national association provides in its rules for the membership of all associations, competitions, and clubs within its area, consent for matches with unaffiliated associations, leagues or clubs will not be given.

FOOTBALL AND RELIGIOUS OBSERVANCE

5 (a) A Participant cannot be compelled to play football on bona fide occasions where religious observance precludes such activity, save where the Participant:

- (i) has consented to do so on such occasions; or
- (ii) is registered as a Player under written contract, which shall be taken as consent to play on such occasions unless otherwise provided for in the contract.

(b) Annually, when planning programmes, Competitions shall define and notify agreed dates of such occasions.

¹ This Rule does not apply to matches between members of The Association and/or an Affiliated Association and members of The Scottish Football Association, The Football Association of Wales and The Irish Football Association.

SCRATCH TEAMS

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

PROCEEDS OF MATCHES OR COMPETITIONS

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

Small-Side Matches

- (b) Small-side Matches and Competitions (not more than seven-a-side) may be arranged provided that:
- (i) the Competition has been sanctioned by The Association or the relevant Affiliated Association in accordance with the agreed procedures laid down from time to time by The Association;
 - (ii) in the case of single matches, charity Competitions and Competitions played over a short period of days, they must be sanctioned by The Association or the Affiliated Association concerned in accordance with agreed procedures laid down from time to time by The Association;
 - (iii) the sanctioning of such a match or Competition in this case shall automatically accord to the team and/or Competition the status of an affiliated body and to the Players participating in the match or Competition the status of affiliated Players for the team for which they play in the match or Competition. A list of the competing teams must be submitted to the sanctioning association;
 - (iv) the rules governing the eligibility and conduct of the Players shall be under the control of the management committee of the Competition subject always to the overriding authority of The Association or the Affiliated Association concerned and shall in so far as practicable be in conformity with the Rules. In the case of individual Matches the eligibility and conduct of the Players shall be the responsibility of the sanctioning body;
 - (v) for small-side games played for charitable objectives a statement of accounts of the event shall be supplied to the sanctioning body concerned within 21 days;
 - (vi) where two Affiliated Associations cover the same area, the permission must be obtained from the appropriate Parent Association;
 - (vii) there shall be no Close Season (as defined in Rule B8 below) for small-side games; and
 - (viii) the laws applicable to small-side games are printed elsewhere in this handbook.

THE PLAYING SEASON

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

- (b) *The Close Season*
The "Close Season" shall be defined as the period between 1st June and 30th June inclusive each calendar year, save where The Association makes an order to the contrary.
- (c) *Matches Which May be Played in the Close Season*
No Matches other than the following may be played in the Close Season:
- (i) small-sided Matches as specified in Rule B7, mini-soccer Matches or Matches played according to "The Laws of the Game – 9 v 9" and those organised in connection with works' clubs sports days on private grounds and at fetes and similar sports functions;
 - (ii) Matches between Army, Navy and Royal Air Force teams and teams of the Auxiliary Forces in Competitions whilst in camp. Such Competitions shall be strictly confined to the units concerned and gate money shall not be taken;
 - (iii) Matches involving members of boys' brigades, scouts and kindred organisations in Competitions whilst in camp;
 - (iv) Matches for national representative teams or clubs played under the auspices of FIFA or UEFA; and
 - (v) Matches between Clubs in The FA Premier League and The Football League for the following season, and between Clubs in The FA Women's Super League. This sub-paragraph (v) shall also apply to any successor in title to any of the Leagues specified;
 - (vi) 11v11 matches in sanctioned Leagues or Competitions that meet the criteria in accordance with the "Regulations for the Sanction and Control of Competitions" and are approved by The Association or sanctioning Association;
 - (vii) Single day, weekend and Bank Holiday competitions and festivals meeting the criteria and receiving sanction; and
 - (viii) Pilot projects granted dispensation by The Association or sanctioning Association.
- (d) *Matches Which May be Played Prior to the Commencement of the Season*
After 30th June, and prior to the commencement of the playing season, Matches may be played between teams of the same Club or between teams of different Clubs.
- (e) An appropriation will be made annually from the amount payable to the competing Clubs, The Association and the "Cup Pool" from "The FA Challenge Cup Semi-Finals and Final" of 5.5% and 2.5% from the net receipts of "The FA Community Shield" to which The Football League will contribute 6.3% of the net gate from its "League Cup Semi- Finals and Final". The total amount will then be distributed to Affiliated Associations as decided by The Association.
- (f) *Eligibility of Players*
Players who have not previously been registered or recognised playing members of Clubs, or who have not been engaged for the following season may play in matches after 30th June and prior to the commencement of the playing season.
- (g) *Special Provisions*
- (i) The appropriate sanctioning association, whether it be The Association and/or an Affiliated Association, may grant special permission for Competition and other Matches to be played preceding the dates fixed

by The Association for the opening of the playing season and shall attach to the granting of such permission whatever conditions it may deem expedient.

- (ii) Notwithstanding the provisions of Rule B3(b), The Association shall determine in each calendar year, the date on which and the financial conditions under which “The Football Association Community Shield” Match shall be played.
- (iii) Notwithstanding the provisions of this Rule, Affiliated Associations shall determine the dates on which “County Cup” Matches shall be played.

SUSPENSION OF THE GAME AND EXTENSION OF SEASON

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

C. RULES RELATING TO PLAYERS

PLAYERS WITH WRITTEN CONTRACTS

- 1 (a) *Minimum Age*
- (i) A Player under 18 years of age and in receipt of full-time education² may not enter into a contract of employment with a Club in membership of The Association and/or an Affiliated Association.
 - (ii) A Player under 17 years of age may not enter into a contract of employment with a Club in membership with The Association and/or an Affiliated Association, except under a Scholarship as provided for by Rule C3.
- (b) *Financial Arrangements – Registration*
- (i) Subject to paragraph (a) and (b)(ii) to (b)(viii) of this Rule, and to the rules and regulations of the league of which the Club is a member, any Club in membership of The Association and/or an Affiliated Association may negotiate a financial arrangement with its Players.
 - (ii) All Players under written contract must be registered with The Association.
 - (iii) No Club may enter into an Agreement which enables any party, other than the Club itself, to influence materially the Club’s policies or the performance of its teams or Players in Matches and/or Competitions.
This Rule shall be applied in conjunction with any regulations governing Third Party Interest in Players as may be adopted by The Association from time to time, and the term “Agreement” shall be construed in accordance with those regulations.
 - (iv) All payments and/or benefits whatsoever due and/or made to a Player must be set out in a written agreement between the Club and the Player. Any other payments and/or benefits whatsoever due and/or made on behalf of, or in relation to, a Player (not otherwise detailed in the written

² Throughout these Rules full-time education refers to a child who is of compulsory school age within the meaning of the Education Acts applying in England or who is over the school leaving age but is for the time being attending a school or in full-time education in an establishment of further education.

agreement between the Club and Player) must also be set out in a written agreement, to which the Club shall be a party.

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

- (v) All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
 - (vi) All salaried payments must be subject to PAYE and National Insurance.
 - (vii) All salary payments due on written contracts must be stated gross, before PAYE and National Insurance deductions.
 - (viii) Any Players paid expenses must be reimbursed via an expense claim form. The Club must retain all expense records in a format acceptable to HM Revenue and Customs.
- (c) *Contract of Employment*
- (i) All contracts must be in the full name of the Club. If the Club is a corporate body, the contract must also include the Company registration number.
 - (ii) Contracts or letters of employment exchanged between a Club and any Club Official, Player or any other employee of the Club, must specify that all emoluments due are paid to the employee concerned and not to any company or agency acting on behalf of the employee.
 - (iii) All such contracts must also specify that the individual is directly under the disciplinary control of the Club and of The Association.
- (d) *Form G(1) – Registration for One Calendar Month*
- A registration for a period of one calendar month is effected when The Association receives Form “G(1)” (in such form as shall be published by The Association from time to time), signed by the Player.
- (e) *Form G(2) – Registration Exceeding One Calendar Month*
- A registration for a period in excess of one calendar month is effected when The Association receives Form “G(2)” (in such form as shall be published by The Association from time to time), signed by the Player. Such a registration must terminate on the first Saturday in May, or the date of the last league or knock-out Competition match of the Club’s first team, whichever is the later, or on 30th June in any calendar year.
- (f) *Forms to be Returned to The Association*
- (i) Within five days of having been signed by the Player, Forms G(1) or G(2) must be returned to The Association, accompanied by a copy of the contract.
 - (ii) A Player seeking registration under written contract is not permitted to play under the terms of the contract until the Club registering the Player has received the confirmation of registration from The Association.
- (g) *Transfers*
- (i) A Player’s registration may be transferred from one Club to another using the relevant Form “H” (in such form as shall be published by The Association from time to time). The Player must be re-registered by the Club to which the registration is transferred.
 - (ii) A transfer must be bona fide; applications for the purpose of obtaining a Player’s registration for special matches are not permitted.

- (iii) In the case of last-minute registration or transfer of a Player, the registration form, contract of employment and the transfer form (if any) must first be sent to The Association by facsimile transmission or by electronic mail and then the original documents to follow by first-class mail.
 - (iv) In the event of a Player registration being transferred from one Club to another in consideration of the payment of a fee, a copy of the written transfer agreement must be sent to The Association with the transfer and registration forms and the contract of employment. In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two Clubs (the transferor and transferee Clubs) or otherwise in accordance with any "Permitted payments" set out in the Third Party Investment In Players Regulations. The full name of each contracting Club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both Clubs.
 - (v) In the event of a Club making a payment to a club which is affiliated with another national association in membership of FIFA in respect of a Player's registration, or an agreed fee to an Authorised Agent, the payment must be made through The Association in accordance with the procedures adopted by The Association which are in force from time to time.
 - (vi) For leagues sanctioned by The Association, when a Player is temporarily transferred between Clubs in the same league or in different leagues, compliance with the relevant league rules must govern the transfer.
 - (vii) A copy of the appropriate association or league's temporary transfer form must be submitted to The Association within five days of its signature.
 - (viii) In the case of last-minute registration of a temporary transfer the provisions set out in Rule C1(g) (iii) above must be observed.
 - (ix) A Club accepting a Player on temporary transfer must satisfy itself as to the Player's fitness.
 - (x) A Player subject to a temporary transfer must not play until such transfer has been authorised by The Association.
 - (xi) In the event of a Player under temporary transfer being recalled in accordance with the rules of the league or leagues concerned, a copy of the recall letter or notice must be received and acknowledged by The Association before the Player can play for the Club initiating the recall.
- (h) *Second Registration Not Permitted*
The signing of a second registration form before The Association has declared the first invalid is an offence.
- (i) *Registered Players to Play for One Club Only*
- (i) A Player registered with The Association can play only for the Club holding the registration unless:
 - (A) in the case only of benefit, testimonial and charity matches, the Player obtains by written request special permission of The Association; or
 - (B) is temporarily transferred in accordance with Rule C1(g)(vi); or
 - (C) is registered under a Scholarship in accordance with Rule C3; or

- (D) has the written permission of the Club, copied to The Association, to play not more than two trial matches for another Club, provided that such matches are not for the first team of that Club in a Competition Match and are both within a period of one month from the date of such permission, which shall not be repeated in the same playing season for the same Player to the same Club.
- (ii) Where a Club has a Nursery Club (as defined in Rule A3(i)), a Player registered with the Club to which it is under obligation may also play for the Nursery Club without further registration.
- (j) *Agreements Between Club & Players*³
- (i) Clubs must enter into a written contract of employment with their Players on the relevant form approved by The Association, known as a “Form of Agreement” (Rule C1), with or without an option. Such contracts must clearly indicate all the terms and conditions of employment, be of stated duration and signed at the same time as a relevant registration Form “G” (in such form as shall be published by The Association from time to time). A copy of the contract of employment must be handed to the Player at the time of signing both documents. Contracts of employment signed by Players who are under the age of 18 at the time of signing must also be signed by a parent or guardian.
- (ii) There shall be no right to a compensation or transfer fee by the previous Club of a Player who has attained the age of 24 years on or before 30th June and whose contract with that Club has expired. If a Club wishes to offer re-engagement to a Player or exercise an option contained in the agreement the following practice shall prevail.
- (iii) Within 7 days of the first Saturday in May, or the date of the last competitive Match of the Club's first team, whichever is the later, the Club must give notice in writing to the Player indicating that either the Club offers a re-engagement or, if appropriate, exercises any option contained in the agreement.
- (iv) If the notice offers re-engagement it must specify the period which the Club is prepared to agree and the terms and conditions to apply, which must be the same or not less favourable overall than those which applied during the initial period of employment – or the option period (if applicable).
- (v) The Player must notify in writing the Club holding the registration within 28 days of receipt of the said notice whether or not the offer of re-engagement is accepted.
- (vi) If the offer is rejected the Player is immediately free to negotiate with another Club.
- (vii) If the Player does not reply in writing to the offer of re-engagement then at the expiry of a period of 28 days, the Player is free to negotiate with another Club.
- (viii) In either of the instances as set out in Rules C1(j)(vi) and (vii) above, the Club holding the Player's registration has the right to receive compensation. The Player's registration for the new Club will not be

³ The provisions of Rule C1(j)(ii) to C1(j)(xii) inclusive and Rule C1(j)(xiv) and Rule C1(j)(xv) do not apply to Clubs in The FA Premier League and The Football League.

accepted until such time as the Club has confirmed in writing to The Association that it will negotiate a compensation fee with the former Club failing which it will abide by any decision taken by an appeal committee comprising those persons pursuant to Rule C1(j)(xii) (a "League Appeals Committee").

- (ix) An existing agreement shall continue and have full force and effect between the parties on the terms and conditions as those pertaining prior to the expiration of the initial period of employment, or the option period if appropriate, and the Player will continue to train and play as instructed by the Club until 31st August, or the date on which the Player registers for another Club, whichever is the sooner.
- (x) In the event of the Player continuing to play for the Club after the 31st August, a week-to-week agreement must be completed and submitted to The Association under which the Player will continue to be paid in accordance with the terms of the existing agreement.
- (xi) In the event of the Player signing for another Club which is unable to reach agreement on the payment of a compensation fee to the Club holding the Player's registration in pursuance of the existing agreement then such fee shall be dealt with by a League Appeals Committee.
- (xii) A League Appeals Committee shall comprise one nominated representative from each of the following:
 - (A) Council (to act as an independent chairman);
 - (B) the management committee of the appropriate league or leagues; and
 - (C) the Professional Footballers' Association.

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

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

(k) *Cancellation of Agreement*

- (i) Where conditions form part of an agreement other than payment of wages for playing football, in dealing with claims, a league or a League Appeals Committee, will restrict its investigations and decisions solely to the question of wages for playing as stipulated in the agreement.
- (ii) Except by mutual consent, a Club or Player is not entitled to determine an agreement between them without the written consent of The Association or in accordance with Rule C1(l).

- (iii) When an agreement has been determined by mutual consent, notice signed by the Club and the Player shall at once be sent to The Association who will cancel the registration.
- (iv) In the case of last-minute cancellation of a Player's registration, a signed notice must first be sent to The Association by facsimile transmission, and then the original documents to follow by first-class mail. Additionally, electronic mail may also be transmitted to indicate the time of posting, which will also be accepted as the time of receipt if the mailed documents are found to be in order.
- (v) When an agreement has been determined by mutual consent the Player shall not be permitted to re-register for the original Club within three months at the date of determination except with the written consent of The Association.
- (vi) The Association has power to cancel the registration of a Player at any time upon application of the Player or the Player's Club. In the event of a Club ("the Former Club") ceasing to be a member of a league within the National League System, other than by reason of promotion, relegation or expulsion, as set out in Regulation 4 of the National League System, all contract players and scholars of the Former Club may from the date of cessation elect to terminate their registration with the Former Club by advising the Former Club and The Association in writing of their intention.

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

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

(l) *Termination of Agreement*

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

- (i) a Club or Player has the right to appeal to the management committee of the appropriate league or other Competition and a further right of appeal to the appeals committee of that body;
- (ii) a Club, on giving 14 days' notice to a Player to terminate the agreement, must state in the notice the name and address of the secretary of the appropriate league or Competition to which the Player may appeal, and must at the same time give notice to the league or Competition of which the Club is a member;
- (iii) a Player, on giving 14 days' notice to a Club to terminate the agreement, must at the same time give notice to the league or Competition of which the Club is a member.
- (iv) the notice terminating the agreement must inform the Club or Player of the grounds for such notice;
- (v) a copy of the notice sent to the Club or Player must at the same time be forwarded to the Secretary;
- (vi) either Club or Player shall have the right of appeal to the league or other Competition, but such appeal must be made within seven days of the receipt of a notice; and the management committee must hear such appeal within 14 days of receipt of the notice of appeal;

- (vii) if either party is dissatisfied with the decision, there shall be a further right of appeal to the appeals committee of the appropriate league or other Competition but such appeal must be made within seven days of the receipt of the decision of the management committee, and must be heard by the appeals committee within 14 days of the receipt of the notice of appeal;
 - (viii) the appropriate league or other Competition must report to The Association when the matter is finally determined, and the agreement and registration shall be cancelled by The Association where necessary;
 - (ix) agreements between Clubs and Players shall contain a clause showing the provisions made for dealing with such disputes and for the cancelling of the agreements and registration by The Association; and
 - (x) Clubs belonging to any league or other Competition may make similar regulations which provide for a right of appeal by either party to the Affiliated Association or to The Association.
- (m) *Disciplinary Suspension*
- (i) In the case of breach by a Player of the training or disciplinary rules or orders of the Club, a Club not wishing to use the larger powers contained in Rule C1(l) shall have the right to suspend such Player for a period not exceeding 14 days or impose a fine not exceeding two weeks' wages and shall state whether or not the Player shall receive his basic wage during the period that the Player is ordered not to attend at the Club.
 - (ii) The Club shall, within two days, notify The Association and the league(s) in which the Club's first team competes of such suspension or fine.
 - (iii) Within seven days of receipt of such notice of a fine or suspension the Player has the right to lodge an appeal to the management committee of the more senior league of which the Club is a member who shall hear the appeal within 14 days of receipt of the notice of appeal.
 - (iv) If either the Club or Player is dissatisfied with the decision of the league each is entitled to appeal to a League Appeals Committee within seven days of receipt of the decision, and be heard within 14 days of receipt of the notice of further appeal. The Player may request that an appeal made in accordance with this Rule shall be dealt with at a personal hearing.
 - (v) In any event the suspension or fine shall not operate as a termination or cancellation of the agreement between the Club and Player.
- (n) *Re-engagement of Players*
- (i) On or after 1st April of the year in which an agreement or any renewal of it expires, a Player under written contract may enter into a new agreement with and again be registered for the Club.
 - (ii) Until the existing agreement or any renewal of it has terminated:
 - (A) a Player may not enter into any agreement with any other Club in membership with The Association, or an Affiliated Association, or of any other national football association; and
 - (B) the Player may not be approached by any other Club, or Club Official of any other Club, or any person with a view to inducing the Player to leave the Club for which the Player is registered, except with the written permission of that Club.
 - (iii) If, by the time specified for such notice to be served, the Player has not received notice exercising an option or offering a further re-engagement under paragraph C1(j) of this Rule, the Player is free to make such

- enquiries or approaches as thought fit to secure employment when the agreement or renewal of it terminates.
- (iv) A Player under suspension may be re-signed by the Club, or any option conferred on the Club may be exercised, subject to the terms of the suspension.
- (v) In the event of a Player registered with a Club in membership with The FA Premier League or The Football League being offered re-engagement terms in accordance with the regulations of the appropriate league but wishing to accept an engagement as a Player with a Club not in membership with either league, and the Clubs not being able to reach agreement on the payment of a compensation fee, providing the Club concerned has complied with the appropriate league's regulations relating to right to a compensation fee, such compensation fee shall be determined by an appeals committee comprising one nominated representative of each of The Association (who shall act as chairman), The FA Premier League or The Football League, the Professional Footballers' Association and the other league involved.
- (vi) In the event of a Player registered with a Club not in membership of The FA Premier League or The Football League not having accepted re-engagement terms in accordance with the Rules C1(j)(ii) to C1(j)(xv) inclusive and having negotiated terms with another Club, and the Clubs not being able to reach agreement on the payment of a compensation fee, then provided the Club holding the Player's registration has complied with the Rules, such compensation fee shall be determined by an appeals committee comprising one nominated representative of each of The Association (who shall act as chairman), the Professional Footballers' Association and the appropriate league or leagues involved. Where one or both clubs are members of the Football Association of Wales, a representative of that Association shall be entitled to sit on the appeals committee.
- Where the compensation fee requested by either party is less than £3,000, such appeals committee may, in using its discretion, make a determination on the basis of written submissions alone.
- (vii) When a case is referred to an appeals committee as referred to in this Rule C(n), it will be necessary for both Clubs involved to pay before adjudication a non returnable administration fee of three hundred pounds (£300).

PLAYERS WITHOUT WRITTEN CONTRACTS

2 (a) *Regulations Concerning Approaches*

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

- (i) Competitions sanctioned by The Association under regulation 3 of the "Regulations for the Sanction and Control of Competitions" may make their own regulations for the approach of Players between Clubs of the Competition;
- (ii) during the current season⁴ any Club wishing to approach a Player known to be registered with or having played for any other Club must give to

⁴ A current season runs from 1 July to the following 31 May.

the secretary of each such Club, seven days' formal written notice of the intention to approach the Player;

Formal written notice of approach need be given by:

- (A) a Saturday Club only to all Saturday Clubs;
- (B) a Sunday Club only to all Sunday Clubs; and
- (C) a midweek Club only to all midweek Clubs;

- (iii) the written notice must be sent by special delivery or recorded post, or a written acknowledgment otherwise obtained from the secretary or chairman of the Club approached. Facsimile or e-mail transmission may be used provided a receipt of acknowledgment is also obtained;
 - (iv) following the date of posting of the written notice of approach, or receipt of an acknowledgment:
 - (A) the Player may be registered on or after the eighth day; and
 - (B) the Player must have been registered on or before the 21st day;
 - (v) the approaching Club: (A) may not approach the same Player a second time in the same playing season; (B) may approach only one (1) Player at a Club at any time subject to Rule C2(a)(ix) below; and (C) may not approach another Player at the same Club within 28 days of an earlier notice of approach or acknowledgment;
 - (vi) if an approach is made by a Player to another Club during the current season⁵, that Club shall give the Club(s), for which the Player is known to be registered or has played, seven days' notice of approach as set out in Rule C2(a)(i) to (v) above before registering the Player;
 - (vii) a Club which is the subject of a complaint alleging failure to give notice in accordance with this Rule may be subject to a charge of Misconduct pursuant to Rule E1(b);
 - (viii) a Club proved to have breached the provisions of this Rule may have its current registration of the Player cancelled and be subject to such other penalty as The Association or appropriate Affiliated Association deems appropriate, in accordance with relevant regulations of The Association from time to time in force; and
 - (ix) during the current season⁶ a maximum of two Players may be approached in the manner described above if invited to trial at a licensed academy or "Centre of Excellence" of The Association, The FA Premier League or The Football League.
- (b) *Conditions*
- (i) All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
 - (ii) All salaried payments must be subject to PAYE and National Insurance.
 - (iii) Any Player's paid expenses must be reimbursed via an expense claim form. The Club must retain all expense records in a format acceptable to the HM Revenue and Customs.
 - (iv) A currently registered Player shall not be allowed to register with another Club without first satisfying the Club Officials of the intended Club that all reasonable financial and other liabilities have been discharged to the

⁵ Ibid.

⁶ Ibid.

Club or Clubs with which the Player is or was known to be registered in the current⁷ and previous playing seasons.

- (v) A Player approached on or after 1st May in the current season⁸ may not play in competitive football for the Club making the approach until the commencement of the following season.

(c) *Service Players*

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

SCHOLARSHIPS

3 (a) *Scholarships*

- (i) A Player may be registered as a Scholar on terms that shall be as determined under relevant league rules from time to time or the following provisions. On or after the 1st January in the year in which he attains the age of 14 years and in any event on or before the 1st March in his Under 16 year, a Club may offer to enter into a Scholarship Agreement with a Student whose registration it holds. The registration of a Player on a Scholarship shall be made on Form "G(4)" (in such form as shall be published by The Association from time to time). Each form, after completion of all particulars, including dates and signatures, must be signed at the same time by the Player on a Scholarship and by a parent or guardian and returned to The Association within five days of such signatures accompanied by a copy of the agreement entered into by the Club and the Player on a Scholarship and also a copy of the birth certificate.
- (ii) On or after a Player on a Scholarship's 17th birthday, the Player may remain on a Scholarship or may sign as a Player under written contract subject to the regulations of the league or combination of which the Club is a member, and to the Rules with reference to Players under written contract.
- (iii) A Player on a Scholarship shall not play for a Club until such Club registering the Player has received acknowledgement of the registration from The Association.
The Association will from time to time publish the names of Players registered on Scholarships.
- (iv) Neither a Club nor any person shall induce or attempt to induce such a Player on a Scholarship to leave the Club for which the Player is registered.
- (v) A Player who is registered on a Scholarship may play for another Club subject to the written approval of the Club for which the Player is registered. A copy of the written permission must be received by The Association, the league or combination of which the Club is a member, the Player and the Club for which the Player is to play. A Club may not play more than two such Players in any match at first team level.
- (vi) If a Player on a Scholarship wishes to become a Player under written contract, the Club for which the Player was registered on a Scholarship shall be entitled to the registration of such Player as a Player under

⁷ Ibid.

⁸ Ibid.

written contract. If the Club does not wish to exercise its entitlement the Player shall be free to register for any other Club.

- (vii) The provisions of Rules C1(l) and C1(m) shall apply in the case of Players on a Scholarship.

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

4 (A) CHILDREN NOT REGISTERED AS ACADEMY PLAYERS.

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

(i) *Children Under 6 Years Old*

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

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

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

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

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

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

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

Age on 31 August of the relevant playing season	Eligible Age Groups	Maximum Permitted Format
6	Under 7	5v5
	Under 8	
7	Under 8	5v5
	Under 9	7v7
8	Under 9	7v7
	Under 10	
9	Under 10	7v7
	Under 11	9v9
10	Under 11	9v9
	Under 12	
11	Under 12	9v9
	Under 13	11v11
12	Under 13	11v11
	Under 14	
13	Under 14	11v11
	Under 15	
14	Under 15	11v11
	Under 16	
15	Under 16	11v11
	Under 17	
	Under 18	
16	Under 17	11v11
	Under 18	
	Open Age	

- (c) A child under the age of 15 as at midnight on 31 August in a playing season, shall not be permitted to play in a match during that playing season where any other player is older or younger than that child by two years or more.
- (d) However as exceptions to (c) above, The Association may in using its discretion:
- (i) Enable disabled children to play football in an age group other than the groups dictated by their birth date, including “playing down”;
 - (ii) In accordance with a current FA dispensation policy, grant dispensation to enable a child to play football in an age group other than the groups dictated by their birth date, including “playing down”.
- (e) To play in an Under 18 competition, a child must have attained the age of 15 as at midnight on 31 August of the relevant playing season.
- (f) To play in an open age competition a child must have attained the age of 16.
- (iii) *Children 6 Years Old and Over- Competition Structure*
- (a) *Under 7 and Under 8 Mini-Soccer*
Leagues may organise a maximum of three trophy events per season, each to be played over a maximum period of two weeks, and may publish

the results of such events. The remainder of the season may consist of organised development fixtures only, for which leagues and clubs may collect the results and compile league tables, but must not publish either.

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

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

(c) *Under 11*

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

(d) *Under 12 to Under 18*

There is no restriction on the structure of competitions.

(iv) *Sanction Provisions*

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

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

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

(vi) *Priority for School Activities*

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

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

(B) PLAYERS OF SCHOOL AGE REGISTERED AS ACADEMY PLAYERS

(i) Players who reach the age of nine years during the academic year and who are in full-time education may register as an Academy Player.

(ii) The licensing authority for Academies shall comprise the PGB which shall operate under such Professional Game Youth Development Rules as shall be adopted from time to time.

(iii) It shall be deemed to be Misconduct for any Club or Club Official to induce any player of school age registered with a separate Club or Academy to leave school for the purpose of signing a contract of employment.

D. INTERNATIONAL AND OTHER REPRESENTATIVE MATCHES AND CALL-UPS

INTERNATIONAL MATCHES

- 1 A Player selected for an international or other representative team, tour, squad or other call-up arranged by The Association shall attend at the time and place notified to the Player

and comply with the arrangements of The Association in every respect, save where there is good and sufficient cause not to do so.

- 2 A Club shall do all things necessary to ensure that a Player referred to in Rule D1 above complies with the arrangements of The Association.
- 3 Illness or injury shall constitute good and sufficient cause for the purposes of Rule D1 above by where The Association is satisfied, following receipt of medical evidence, that such illness or injury is of sufficient seriousness. The Player shall, in any event, submit to assessment by a medical adviser appointed by The Association.

INTER-AFFILIATED ASSOCIATION MATCHES

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

E. CONDUCT

MISCONDUCT

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

GENERAL BEHAVIOUR

- 3
 - (1) A Participant shall at all times act in the best interests of the game and shall not act in any manner which is improper or brings the game into disrepute or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behaviour.
 - (2) A breach of Rule E3(1) is an "Aggravated Breach" where it includes a reference, whether express or implied, to any one or more of the following :- ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.
 - (3) Subject to sub-paragraphs E3(4) -E3(6) below –
 - (i) Where a Participant commits an Aggravated Breach of Rule E3(1) for the first time, a Regulatory Commission shall impose an immediate suspension of at least five matches on that Participant. The Regulatory Commission may increase this suspension depending on any additional aggravating factors present.
 - (ii) Where a Participant commits a second or further Aggravated Breach of Rule E3(1), a Regulatory Commission shall impose an immediate

suspension of more than five matches, taking into consideration an entry point of an immediate suspension of ten matches, and any aggravating or mitigating factors present.

- (4) Where an Aggravated Breach of Rule E3(1) is committed –
- (i) By a Participant for whom a match-based suspension would be inappropriate due only to that Participant's particular role in football; or
 - (ii) In writing only; or
 - (iii) Via the use of any communication device, public communication network or broadcast media only; or
 - (iv) By reference only to nationality,
- a Regulatory Commission will not be bound to impose an immediate suspension of at least five matches for a first such breach, or of more than five matches for a second or further such breach. Instead the Regulatory Commission may impose any sanction that it considers appropriate, taking into account any aggravating or mitigating factors present. For the avoidance of doubt and without limitation, E3(4)(i) shall not apply to a Manager, coach or Player.
- (5) (i) Where in youth football a Player aged 12 – 15 inclusive commits an Aggravated Breach of Rule E3(1) for the first time, a Regulatory Commission shall impose a suspension of at least five matches. The Regulatory Commission may increase this suspension depending on any additional aggravating factors present. A minimum of one match shall come into effect immediately and any remainder of the suspension shall be suspended on such terms and for such period as the Regulatory Commission considers appropriate.
- (ii) Where a second or further Aggravated Breach of Rule E3(1) is committed in youth football by a Player aged 12 – 15 inclusive, a Regulatory Commission shall impose an immediate suspension of more than five matches, taking into consideration an entry point of an immediate suspension of ten matches, and any aggravating or mitigating factors present.
- (6) Where an Aggravated Breach of Rule E3(1) is committed in youth football by a Player aged under 12, no disciplinary charge will be brought. The primary aim in such cases will be education.
- (7) Where two or more Participants from a Club commit any Aggravated Breach of Rule E3(1) in any twelve month period, regardless of whether any such breach falls within sub-paragraph E3(4), the Club itself will be liable to a sanction imposed by a Regulatory Commission. The Regulatory Commission may impose any sanction that it considers appropriate, taking into account any aggravating or mitigating factors present. For the purpose of this Rule, a decision of a Regulatory Commission that a Participant has committed an Aggravated Breach of Rule E3(1) will be conclusive evidence of that fact, unless that decision is or may be subject to appeal in accordance with FA Rules or regulations.
- (8) A Regulatory Commission may impose a financial penalty or any other sanction that it considers appropriate in respect of an Aggravated Breach of Rule E3(1) whether or not it has imposed a suspension in respect of the same breach.
- (9) A Participant who commits an Aggravated Breach of Rule E3(1) will be subject to an education programme, the details of which will be provided to the Participant by The Association.

DISCRIMINATION

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

INTEGRITY MATTERS IN RELATION TO MATCHES AND COMPETITIONS

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

The terms 'football match' and 'competition' as used in Rules E5 and E6 include any Match or Competition (as appropriate) as defined in Rule A2, and also include any other football match or competition not within those definitions in Rule A2, including but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

TICKETS

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

BETTING

- 8 References to "Participant" in Rule E8 shall be construed in accordance with the following -
- Rule E8(2) applies to any Match Official, referee coach or referee assessor operating at Level 4 or below, and any other person who is a Participant by virtue only of their involvement at a Club below Step 4 in the National League System, or at a Club at Steps W1-W5 inclusive of the Winter Women's Football Pyramid. Such Participants are not subject to Rule E8(1).
- All other Participants are subject to Rule E8(1), and are not subject to Rule E8(2).
- All Participants are subject to Rule E8(3).
- (1) (a) A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on -
- (i) the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition; or

- (ii) any other matter concerning or related to football anywhere in the world, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.

The terms 'football match' and 'competition' as used in sub-paragraph E8(1)(a)(i) include any Match or Competition (as appropriate) as defined in Rule A2, and also include any other football match or competition not within those definitions in Rule A2, including but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

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

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

- (b) Notwithstanding the provisions of sub-paragraph E8(2)(a), a Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet, on the result, progress, conduct or any other aspect of, or occurrence in, any football match played at under 18 level or below.

The terms 'football match' and 'competition' as used in sub-paragraphs E8(2)(a) and E8(2)(b) include any Match or Competition (as appropriate) as defined in Rule A2, and also include any other football match or competition not within those definitions in Rule A2, including

- but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.
- (c) A Participant shall not use any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time for or in relation to betting.
 - (d) Where a Participant provides to any other person any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for or in relation to betting.
 - (e) It shall be a defence to a charge brought pursuant to sub-paragraph E8(2)(d) if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.
- (3) An individual Participant, when acting in a personal capacity, shall not be permitted to advertise or promote any betting activity that the Participant is prohibited from engaging in by Rule E8(1) or E8(2).

ATTEMPTS AND AGREEMENTS TO BREACH

- 9 An attempt by a Participant or any agreement with any other person (whether or not a Participant) to act in breach of any provision contained in these Rules shall be treated for the purposes of these Rules as if a breach of the relevant provisions had been committed.

COMPLIANCE WITH DECISIONS, INCLUDING SUSPENSIONS

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

REPORTING MISCONDUCT

- 14 A Participant shall immediately report to The Association any incident, facts or matters which may constitute Misconduct. This shall include any approach made to a Participant by any person, whether or not that person is a Participant, in relation to betting on football contrary to FA Rules. For the purposes of this Rule, a report to an Affiliated Association shall constitute a report to The Association.
- 15 A report to The Association of any incidents, facts or matters shall not be made for vexatious or frivolous reasons.

INTERIM SUSPENSION ORDERS

- 16 Suspension before charge
- (a) A Regulatory Commission shall have the power to order that a Club Official, Club Employee or Player associated with a Club in The FA Premier League, The Football League, The National League, Isthmian League, Northern Premier League or Southern League shall be suspended from such football activity as is necessary to

preserve the integrity of football and / or the public's confidence in the integrity of football, for such period and on such terms and conditions as the Regulatory Commission considers fit (an "Interim Suspension Order") where:

- (i) The Club Official, Club Employee or Player is under investigation for an alleged breach of, or an attempt or agreement to breach, FA Rule E5 and / or E8, or of rules or regulations of The FA Premier League, Football League, The National League, Isthmian League, Northern Premier League or Southern League, UEFA or FIFA, or any alleged criminal offence which may involve such an alleged breach or attempt or agreement to breach, and has not been charged by The Association or other relevant authority; and
- (ii) The Association, The Professional Footballer's Association (in the case of a Player who is a PFA member), and the relevant league have each agreed to an application being made to the Regulatory Commission for an Interim Suspension Order.

Procedure

- (b) An Interim Suspension Order pursuant to sub-paragraph E16(a) may only be issued by a Regulatory Commission which is chaired by a barrister or solicitor of seven or more years' standing.
- (c) Any application for an Interim Suspension Order to be issued pursuant to sub-paragraph E16(a) must be made to the Regulatory Commission by the Chief Regulatory Officer (CRO) of The Football Association or his nominee. Notice of such application must be given to the Participant in respect of whom the application is to be made, in writing, at the time of the application.
- (d) Any application for an Interim Suspension Order to be issued pursuant to sub-paragraph E16(a), and the consideration of such an application by the Regulatory Commission, shall be conducted in accordance with such regulations as The Association may bring into force from time to time. In the absence of such regulations, the Regulatory Commission may determine all matters of procedure for the making and consideration of an application for such an Interim Suspension Order. Such procedures must ensure that the Participant has a fair opportunity to make representations in response to the application.

Grounds

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

Suspension after charge

- (f) The Association, acting by the CRO or his nominee, shall have the power to order that a Club Official, Club Employee or Player associated with a Club in The FA Premier League, The Football League or The National League shall be suspended from all or any specific football activity for such period and on such terms and conditions as The Association considers fit (an "Interim Suspension Order") where:

- (i) The Club Employee, Official or Player has been charged by The Association, The FA Premier League, Football League, National League, UEFA or FIFA in relation to any alleged act of Misconduct, or with any criminal offence; and
- (ii) The Association, the Professional Footballers' Association (in the case of a Player), and The FA Premier League, The Football League or National League (as appropriate) have each agreed to the Interim Suspension Order.

Periodic review

- (g) A Participant subject to an Interim Suspension Order imposed pursuant to this Rule shall be entitled to have the Order reviewed by a Regulatory Commission.

Where the Order was imposed pursuant to sub-paragraph E16(a) the first such review shall take place after a period to be determined by the Commission which imposes the Order. This period must not be more than 21 days from the date that the Order was originally imposed.

Where the Order was imposed pursuant to sub-paragraph E16(f) the first such review shall take place after a period to be determined by the Chief Regulatory Officer or his nominee. This period must not be more than 21 days from the date that the Order was originally imposed.

For as long as the Order remains in place, the Participant shall be entitled to have the Order further reviewed by a Regulatory Commission, after a period to be determined by the Commission which conducts each review. This period must not be more than 21 days from the last review.

- (h) Any application for a review of an Interim Suspension Order, and the consideration of such a review by the Regulatory Commission, will be conducted in accordance with such regulations as the Association may bring into force from time to time. In the absence of such regulations, the Regulatory Commission may determine all matters of procedure for the making and consideration of an application for such a review. Such procedures must ensure that the Participant has a fair opportunity to make representations.

17. An Interim Suspension Order shall not last beyond the date upon which the related investigation or charge(s) of Misconduct or criminal offence or other disciplinary proceedings is / are decided or brought to an end.
18. Notification of any Interim Suspension Order issued shall be given as soon as reasonably practicable to the individual concerned and/or the Club with which the individual is associated.

ATTENDANCE AT AND PARTICIPATION IN MATCHES

19. An individual may take part in or attend at a Match only on condition that such individual observes the Rules, and each Affiliated Association, Competition and Club is required to observe and enforce such Rules.
20. Each Affiliated Association, Competition and Club shall be responsible for ensuring:
 - (a) that its directors, players, officials, employees, servants, representatives, spectators, and all persons purporting to be its supporters or followers, conduct themselves in an orderly fashion and refrain from any one or combination of the following: improper, violent, threatening, abusive, indecent, insulting or provocative words or behaviour, (including, without limitation, where any such conduct, words or behaviour includes a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender,

- gender reassignment, sexual orientation or disability) whilst attending at or taking part in a Match in which it is involved, whether on its own ground or elsewhere; and
- (b) that no spectators or unauthorised persons are permitted to encroach onto the pitch area, save for reasons of crowd safety, or to throw missiles, bottles or other potentially harmful or dangerous objects at or on to the pitch.
- 21 Any Affiliated Association, Competition or Club which fails effectively to discharge its said responsibility in any respect whatsoever shall be guilty of Misconduct. It shall be a defence in respect of charges against a Club for Misconduct by spectators and all persons purporting to be supporters or followers of the Club, if it can show that all events, incidents or occurrences complained of were the result of circumstances over which it had no control, or for reasons of crowd safety, and that its responsible officers or agents had used all due diligence to ensure that its said responsibility was discharged.
- This defence shall not apply where the Misconduct by spectators or any other person purporting to be a supporter or follower of the Club included a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.
- 22 Any individual referred to in Rule E20 above may be removed from any ground, and such force used as may be necessary for the purpose of effecting such removal.
- 23 Each Club is expected to provide a private way from the playing area to dressing room wherever this is practicable.
- 24 Each Club shall have bills printed and posted in their grounds, threatening with expulsion anyone responsible for any insulting or improper conduct towards a Match Official.

ANTI-DOPING

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

SUSPENSION FOR SERIOUS CRIMINAL OFFENCES

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

F. POWERS OF INQUIRY

POWERS OF INQUIRY OF THE ASSOCIATION

- 1 The Association shall have the power to monitor the compliance by each Participant with the Rules, the Laws of the Game, the statutes and regulations of FIFA and UEFA and the rules and regulations of each Affiliated Association and Competition to which a Participant is subject and/or inquire into any incident, facts or matters which may constitute misconduct under these Rules. It is for The Association to determine in its absolute discretion the manner in which it conducts an inquiry.
- 2 In carrying out its functions under Rule F1, The Association shall have the power to require of any Participant upon reasonable notice:
- (a) his or her attendance to answer questions and provide information at a time and place determined by The Association; and
- (b) the provision to The Association of documents, information or any other material of any nature held by the Participant; and

- (c) the procurement and provision to The Association of documents, information or any other material of any nature not held by the Participant but which the Participant has the power to obtain.

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

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

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

- 3 Any failure by a Participant to comply with any requirement under Rule F2 may constitute Misconduct under the Rules and The Association may bring a charge or such charges as it sees fit.
- 4 Each Affiliated Association, Competition, or Club shall ensure the compliance by its officials, directors, players, representatives or servants with a requirement to answer questions and provide information and/or produce any one or a combination of documents, information or other material in whatever form held.
- 5 In carrying out its functions under Rule F1, The Association may request any person who is not a Participant to assist it by producing any one or a combination of documents, information or other material in whatever form held and/or answering questions and providing information.
- 6 The powers of The Association, as set out in Rules F1 to F5 above, shall be exercised on the authority of Council as it sees fit.
- 7 The Association may share information that it holds about any Participant with a public body (including, but not limited to, UK Anti-Doping, WADA and the Gambling Commission) sports governing body or competition organiser (including, but not limited to, UEFA and FIFA), where the Association reasonably considers such sharing is necessary in order to -
- (a) carry out its functions under Rule F1; and / or
 - (b) protect the integrity of football or sport generally.

Participants shall be deemed to have agreed, for the purposes of any applicable data protection laws, that the Association may collect, process, disclose and use information containing their personal information in accordance with this Rule.

- 8 Save in respect of any matter to be dealt with under Rules F1 to F5 above, a commission of inquiry may be appointed by the chairman of the Football Regulatory Authority from time to time (or, in his absence, the deputy chairman of the Football Regulatory Authority) as it sees fit and may consist of such persons and have such terms of reference as are considered appropriate. The terms of reference of the commission of inquiry may be published at the time of its appointment. The terms of reference may relate to any matter connected with the affairs of The Association.
- 9 A commission of inquiry may adopt such procedures as it considers appropriate.
- 10 A commission of inquiry shall have the same powers as set out under Rules F2, 4 and 5 above.
- 11 A commission of inquiry shall present a report to the chairman of the Football Regulatory Authority (or, in his absence, the deputy chairman of the Football Regulatory Authority).
- The chairman of the Football Regulatory Authority from time to time (or, in his absence, the deputy chairman of the Football Regulatory Authority) may publish a report in any way considered appropriate, subject to law or statute, and taking into account matters of confidentiality and/or commercial sensitivity.

G. DISCIPLINARY POWERS

JURISDICTIONAL ARRANGEMENTS

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

PROCEDURES FOR DEALING WITH ALLEGED MISCONDUCT UNDER RULE E1(A)

- 6 Misconduct under Rule E1(a) above shall be dealt with under Rules G7 to G8 (inclusive).
- 7 Any breach of the Laws of the Game involving a Player associated with a Club in The FA Premier League, The Football League, The National League, the Isthmian League, the Northern Premier League and the Southern League shall be dealt with by The Association in accordance with the relevant "Memorandum of Disciplinary Procedures" concerning a breach of the Laws of the Game.
- 8 Any breach of the Laws of the Game involving a Player associated with a Club other than referred to above shall be dealt with on behalf of The Association by the Affiliated Association having jurisdiction over the Club in relation to the Match concerned. The matter shall be dealt with by the Affiliated Association in accordance with the relevant "Memorandum of Disciplinary Procedures" concerning a breach of the Laws of the Game.

PROCEDURES FOR DEALING WITH ALLEGED MISCONDUCT UNDER RULE E1(B)-(F)

- 9 Misconduct under Rule E1(b) to (f) inclusive shall be dealt with under the "Regulations for Football Association Disciplinary Action".

H. APPEALS TO AN APPEAL BOARD

- 1 Subject to Rule H2 below, an appeal shall lie to an Appeal Board under these Rules and regulations of The Association only where the Rules and regulations of The Association expressly give a right of appeal to an Appeal Board, or in any other case where The Association, acting by the Chief Executive (or his nominee), agrees to an appeal taking place.
- 2 No appeal shall lie to an Appeal Board under these Rules and regulations of The Association where an appeal has been heard by an Affiliated Association in respect of a decision of a

Competition, or in respect of decisions arising out of competitions of Affiliated associations where the rules and regulations provide that such decisions are final.

- 3 An Appeal may be made only by either the person or body who is the subject of the original decision appealed against or The Association; or by FIFA, WADA, or the NADO in respect of certain decisions made under and prescribed by the Anti-Doping Regulations.
- 4 An appeal shall be dealt with under the relevant regulations of The Association from time to time in force.

I. FINANCIAL RECORDS

- 1 (a) *Records to be Kept*
An Affiliated Association, Competition or Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Affiliated Association, Competition or Club.
- (b) *Records to be Retained*
An Affiliated Association, Competition or Club must retain accounting records for six years.
- (c) *Corporate Bodies – Accounts*
An Affiliated Association, Competition or Club which is formed and registered under the Act shall, on demand, forward to The Association a copy of its annual accounts most recently approved by its Board of directors. Such accounts must:
 - (i) be prepared in accordance with the requirements of the Act and any other applicable regulatory requirements; and
 - (ii) have attached either an accountant's compilation report or an audit report prepared by an independent Appropriately Qualified Accountant. A copy of the report must be provided to The Association with the accounts; and
 - (iii) be laid before the members of the Club at a general meeting.

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

If the Affiliated Association, Competition or Club is a Subsidiary Undertaking, then the annual accounts of any Group of which it is a member most recently approved by its Board of directors shall also on demand be forwarded to The Association.
- (d) *Unincorporated Bodies – Financial Statements*
An Affiliated Association, Competition or Club which does not prepare annual accounts in accordance with the Act shall prepare annual accounts, including a profit and loss account and balance sheet.
Such accounts must:
 - (i) be forwarded to The Association on demand; and
 - (ii) be prepared within nine months of the financial year end of the Affiliated Association, Competition or Club; and
 - (iii) be prepared in accordance with the constitution of the Affiliated Association, Competition or Club and any applicable regulatory or legal requirements; and

- (iv) have attached either an accountant's compilation report or an audit report prepared by an independent Appropriately Qualified Accountant; and
 - (v) have been laid before the members of the Affiliated Association, Competition or Club at a general meeting called in accordance with its constitution.
- (e) *Bodies Required to Prepare only a Receipts and Payments Statement*
- An Affiliated Association, Competition or Club that is not a member of The FA Premier League, The Football League, The National League, the Isthmian League, the Northern Premier League or the Southern League and is not a Full Member or Associate Member of The Association and does not own gross assets exceeding ten thousand pounds, and does not prepare accounts under the provisions of Rules I1(c) or (d) must prepare an annual Receipts and Payments Statement in a form acceptable to The Association.
- Such a Receipts and Payments Statement must be prepared within nine months of the financial year end of the Affiliated Association, Competition or Club and must be approved by its Board or Executive Committee.
- A copy of any Receipts and Payments Statement shall, on demand, be forwarded to The Association or relevant Affiliated Association.
- (f) *Errors and Omissions to be Reported*
- Any material errors or omissions in the accounting records of an Affiliated Association, Competition or Club must be reported by such body to The Association or, in the case of a Competition not sanctioned by The Association, or a Club not being a Full Member Club nor an Associate Member Club, to the relevant Affiliated Association.
- (g) *Documentation of Loans Made to a Club*
- All loans extended to a Club should be documented. Copies of the documentation should be retained by the Club. The loan document should include the following information:
- (i) the value of the loan;
 - (ii) the length of the loan;
 - (iii) the interest rate charged, and whether this is fixed or variable;
 - (iv) repayment terms;
 - (v) the full names of the individual or corporate body extending the loan; and
 - (vi) the terms in the event of a default on the loan, and the document should be signed by two Club Officials or Management Committee Members who are independent of the party extending the loan
- (h) *Gate Records to be Kept by Clubs*
- When a Club charges for admission to a match, it is necessary for that Club to have a system that enables them to:
- (i) record the full gate receipts for each Match;
 - (ii) account for the full gate receipts in the Club's accounting records and bank account; and
 - (iii) accurately record the number of entrants into the ground for each Match.
- The Club should retain documentation supporting this system for six years.

PROVISIONS RELATING TO CLUBS2 (a) *Form of Clubs*

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

(b) *General Provisions*

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

- (i) "The members and the directors of the Company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Company are carried out in accordance with the Rules and regulations of The Football Association Limited for the time being in force.
- (ii) No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by The Football Association Limited 14 days or more before the day on which the alteration is proposed to take place.
- (iii) The office of (a/an Director/Officer or Official)⁹ shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club."

(c) *Club Companies – Winding Up Provisions*

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

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

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

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

⁹ Delete as appropriate.

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

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

(d) *Unincorporated Clubs – Winding Up Procedures*

Where a Club which is an unincorporated association is wound up and there are surplus assets after the payment of debts of the Club, the surplus assets shall be transferred only to a Club, Competition or Affiliated Association or The Association.

(e) *Notifiable Changes*

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

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

CLUB BANK ACCOUNTS

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

If the Club has assigned its entitlement to such monies or any part of them, payment will be made by The Association as directed in the assignment. For the avoidance of doubt such assignment will only be permitted if it is in accordance with The FA Third Party Investment Regulations, in particular Regulation B1(iii) relating to permitted payments.

J. RULES, REGULATIONS AND LAWS OF THE GAME

1 (a) *Alterations to Rules*

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

(b) *Forms*

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

(c) *Rules and Regulations*

- (i) The Association shall have the power to make or alter such regulations as are deemed necessary to provide for matters arising from or to

implement these Rules in so far as any such regulation is not in conflict with any Rule.

- (ii) Affiliated Associations and Clubs in membership with The Association and/or an Affiliated Association shall be deemed to have knowledge of and be bound by the said Rule or regulation if the same shall have been published by The Association, the production of which shall constitute at all times undisputed proof of the validity of such Rule or regulation.
- (d) *Regulations Concerning Cup Competitions and Match Officials*
The Association is authorised to make such regulations with reference to “Cup Competitions” and Match Officials, as it may deem expedient.
- (e) *Laws of the Game*
The Laws of the Game as amended at a meeting of the International Football Association Board in each calendar year shall come into force on such a date as is directed by the International Football Association Board.
- (f) *Owners and Directors*
A Participant shall comply with the provisions of any regulations relating to “Owners and Directors” as shall be in force from time to time as determined by The Association.
- (g) *Safeguarding Children*
A Participant shall abide by any regulations for safeguarding children as determined by The Association from time to time.

ADVERTISING ON PLAYER'S CLOTHING

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

MIXED FOOTBALL

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

K. ARBITRATION

AGREEMENT TO ARBITRATION

- 1 (a) Subject to Rule K1(b), K1(c) and K1(d) below, any dispute or difference between any two or more Participants (which shall include, for the purposes of this section of the Rules, The Association) including but not limited to a dispute arising out of or in connection with (including any question regarding the existence or validity of):
 - (i) the Rules and regulations of The Association which are in force from time to time;
 - (ii) the rules and regulations of an Affiliated Association or Competition which are in force from time to time;
 - (iii) the statutes and regulations of FIFA and UEFA which are in force from time to time; or
 - (iv) the Laws of the Game,
 shall be referred to and finally resolved by arbitration under these Rules.
- (b) No arbitration shall be commenced under these Rules unless and until the party or parties wishing to commence an arbitration under these Rules (the “Claimant(s)”)

- has exhausted all applicable rights of appeal pursuant to the Rules and regulations of The Association.
- (c) Rule K1(a) shall not apply to any dispute or difference which falls to be resolved pursuant to any rules from time to time in force of any Affiliated Association or Competition.
 - (d) Rule K1(a) shall not operate to provide an appeal against the decision of a Regulatory Commission or an Appeal Board under the Rules and shall operate only as the forum and procedure for a challenge to the validity of such decision under English law on the grounds of ultra vires (including error of law), irrationality or procedural unfairness, with the Tribunal exercising a supervisory jurisdiction.
 - (e) The parties agree that the powers of the court under Sections 44, 45 and 69 of the Arbitration Act 1996 are excluded and shall not apply to any arbitration commenced under these Rules.

COMMENCEMENT OF ARBITRATION

- 2 (a) In order to commence an arbitration under these Rules the Claimant(s) shall serve on the other party or parties to the dispute (the "Respondent(s)") a written notice of arbitration (the "Notice of Arbitration") which shall set out:
- (i) the names and addresses of the parties to the arbitration;
 - (ii) a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed;
 - (iii) any proposals in relation to the procedures for the arbitration including any proposed variation of the Standard Directions set out under Rule K 4(b) below; and either
 - (iv) a proposal that a single arbitrator be appointed; or
 - (v) the name and address of the Claimant(s)'s appointed arbitrator (between them if more than one), who must have confirmed to the Claimant(s) his/her willingness and availability to accept the appointment.
- (b) Within 14 days of service of the Notice of Arbitration, the Respondent(s) shall each serve on the Claimant(s) and any other Respondent(s) a response to the Notice of Arbitration (the "Response(s)") which shall set out:
- (i) an admission or denial of all or part of the claims set out in the Notice of Arbitration;
 - (ii) a brief statement of the nature and circumstances of the Respondent(s)'s denial, if any, and of the nature and circumstances of any counterclaim;
 - (iii) a response to any proposals made by the Claimant in the Notice of Arbitration in relation to the procedures for the arbitration, together with any proposals that the Respondent(s) may have;
 - (iv) a response to any proposal made by the Claimant that a single arbitrator be appointed, stating whether or not that proposal is agreed to;
 - (v) where either the Respondent does not agree to a proposal made by the Claimant that a single arbitrator be appointed, or where no such proposal is made, the name and address of the Respondent(s)'s appointment to act as appointed arbitrator (between them if more than one), who must have confirmed to the Respondent(s) his/her willingness and availability to accept the appointment.
- (c) Where the Claimant(s) proposes that a single arbitrator be appointed in accordance with Rule K 2(a)(iv) and this is not agreed to by the Respondent in the Response, the Claimant(s) shall have a further 7 (seven) days from receipt of the Response to notify the Respondent in writing of the name and address of

the Claimant(s)'s appointed arbitrator (agreed between them if more than one), who must have confirmed to the Claimant(s) his/her willingness and availability to accept the appointment.

- (d) Where the parties agree to the appointment of a sole arbitrator, the parties shall, within 14 days of service of the Response(s) agree the identity of the sole arbitrator. Where the parties cannot agree on the identity of the sole arbitrator within 14 days of service of the Response(s):
- (i) in a dispute to which the Association is not a party, the Chairman of the Football Regulatory Authority (the "FRA") or his nominee shall appoint the sole arbitrator; or
 - (ii) in a dispute to which the Association is a party, the President of the Chartered Institute of Arbitrators shall appoint the sole arbitrator.

THE TRIBUNAL

- 3 (a) In these Rules, "Tribunal" means the arbitrator or arbitrators appointed pursuant to these Rules to determine the dispute. Subject to the appointment of a single arbitrator under Rule K2, Rules K (3)(c)(i) or (ii) or Rule K (3)(d) below, the Tribunal shall consist of three arbitrators. Where the Tribunal comprises a sole arbitrator, the sole arbitrator shall undertake the duties of both the Tribunal and the Chairman of the Tribunal.
- (b) The Claimant(s) and the Respondent(s) shall within 14 days of service of the Response(s) agree to the appointment of a third arbitrator who shall act as chairman of the Tribunal.
- (c) Where:
- (i) in a dispute to which The Association is not a party, any party fails to serve a Response under Rule K2(b) above within 14 days of service of the Notice of Arbitration, the Chairman of the FRA or his nominee shall appoint either a single arbitrator, where the Claimant(s) consents to this, or an arbitrator on behalf of the Respondent(s) and the chairman of the Tribunal. Such appointments will ordinarily be made within 14 days after the date upon which the Response(s) should have been served, but may be made later. A Respondent shall have no right to oppose such arbitrator(s) who shall be treated as if appointed (or agreed to in respect of the appointment of a single arbitrator or the chairman of the Tribunal) by the Respondent(s);
 - (ii) in a dispute to which The Association is a party, any party fails to serve a Response under Rule K2(b) above within 14 days of service of the Notice of Arbitration, the Claimant shall forward a copy of the Notice of Arbitration to the President of the Chartered Institute of Arbitrators who shall appoint either a single arbitrator, where the Claimant consents to this, or an arbitrator on behalf of the Respondent(s) and the chairman of the Tribunal. Such appointments will ordinarily be made within 14 days after the date upon which the Response(s) should have been served, but may be made later. A Respondent shall have no right to oppose such arbitrator(s) who shall be treated as if appointed (or agreed to in respect of the appointment of a single arbitrator or the chairman of the Tribunal) by the Respondent(s); and
 - (iii) the parties cannot agree on the appointment of a third arbitrator who shall act as chairman of the Tribunal under Rule K3(b) above:

- (A) in a dispute in which The Association is not a party, the Chairman of the FRA or his nominee shall appoint the chairman of the Tribunal as appropriate; or
 - (B) in a dispute in which The Association is a party, the President of the Chartered Institute of Arbitrators shall appoint the chairman of the Tribunal as appropriate.
- (d) Each arbitrator must be, and remain, impartial and independent of all the parties to the arbitration at all times. Each arbitrator must be resident in England.
- (i) Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A party who intends to challenge an arbitrator shall send to the other party or parties a notice of challenge setting out the reasons for its challenge within 14 days after notification of the appointment of the challenged arbitrator, or within 14 days from the date when the party making the challenge is informed of the facts and circumstances upon which the challenge is based if such date is subsequent to the receipt of such notification. A copy of the notice shall be sent at the same time to the arbitrator who is challenged and the other members of the Tribunal and The Association or the President of the Chartered Institute of Arbitrators (in the event that either appointed the arbitrator challenged). The notification shall be in writing and shall state the reasons for the challenge.
 - (ii) If the other party or parties do(es) not agree to the challenge or the challenged arbitrator does not withdraw, the decision on the challenge will be made, in a dispute in which The Association is not a party, by the Chairman of the FRA or his nominee, or in a dispute in which The Association is a party, by the President of the Chartered Institute of Arbitrators. If the challenge is sustained, a replacement arbitrator shall be appointed pursuant to Rule K3(f).
- (e) In the event that the procedure for the appointment of any arbitrator fails, upon the application by any party or parties, the Chairman of the FRA or his nominee (in a dispute to which The Association is not a party) or, the President of the Chartered Institute of Arbitrators (in a dispute to which The Association is a party) shall make such appointments as are necessary.
- (f) If, for any reason, an arbitrator becomes unable to act or refuses to act, a replacement shall be appointed in the same manner as the original appointment.

PROCEDURE

- 4 (a) The periods referred to in this Rule K 4 shall be calculated from (as appropriate) the date on which the chairman of the Tribunal has been appointed or the date on which the sole arbitrator is appointed (referred to hereafter as the Tribunal having been "Fully Constituted").
- (b) Subject to Rule K 4(c) below, the following Standard Directions shall apply to the conduct of an arbitration under these Rules:
- (i) within 21 days, the Claimant(s) shall serve its (their) Points of Claim;
 - (ii) within 42 days, the Respondent(s) shall serve its (their) Points of Defence;
 - (iii) within 70 days, the parties shall exchange statements of the witnesses they will rely upon;

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

THE TRIBUNAL'S GENERAL POWERS

- 5 The Tribunal shall have power to:
- (i) determine any question of law or fact arising in the course of the arbitration;
 - (ii) determine any question as to its own jurisdiction
 - (iii) order a stay or adjournment of the arbitral proceedings, provided that it is just and equitable to do so;
 - (iv) summarily determine the claim, including having the power to grant summary award or strike-out if it is just and equitable to do so;
 - (v) order the Claimant to provide security for costs of the arbitration;

- (vi) allow either party upon such terms (as to costs and otherwise) as it shall think fit to amend any statement of case (including the Notice of Arbitration, Response, Points of Claim and Points of Defence);
- (vii) give directions in relation to the preservation, custody, detention, disclosure, inspection or photographing of property owned by or in the possession of a party to the arbitration;
- (viii) give directions as to the preservation of evidence in the custody or control of a party;
- (ix) direct that a witness be examined on oath;
- (x) require each party to give notice of identity of witnesses it intends to call;
- (xi) require exchange of witness statements and any experts' reports;
- (xii) appoint one or more experts to report to it on specific issues;
- (xiii) require a party to give any such expert any relevant information or to produce or provide access to any relevant document or property;
- (xiv) order that a transcript be taken of the proceedings;
- (xv) extend or abbreviate any time limits provided under Rule K or by the directions ordered by the Tribunal;
- (xvi) require the parties to attend such procedural meetings as it deems appropriate to identify or clarify the issues to be decided and the procedures to be adopted; and
- (xvii) give such other lawful directions as it shall deem necessary to ensure the expeditious, economical, just and final determination of the dispute.

DUTIES OF THE PARTIES

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

REMEDIES

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

INTERIM APPLICATIONS

- 8
- (a) Section 44 of The Arbitration Act 1996 shall not apply to the arbitrations commenced under this Rule K.
 - (b) Following the Tribunal having been Fully Constituted, the parties shall make any application for interim relief to the Tribunal, which shall determine any such applications as it sees fit with the Tribunal exercising the powers provided under Rule K5 and Rule K7 above.
 - (c) In the event that a party wishes to seek interim relief prior to the Tribunal being Fully Constituted, then that party shall be entitled to seek such relief in accordance with the following procedure:
 - (i) The party seeking interim relief (the "Applicant") shall serve its application on the other party and file its application (the "Application") with Sports Resolutions (UK), contact details for which can be obtained from the Disciplinary Department at The Association.

- (ii) Within 2 business days (a “business day” being a day other than a Saturday or a Sunday, on which banks generally are open in London for the transaction of normal banking business) of being served with the Application, Sports Resolutions (UK) shall appoint a single arbitrator, who shall be a Barrister or Solicitor of seven or more years’ standing, to hear the Application (the “Interim Tribunal”);
- (iii) The Interim Tribunal shall decide all procedural and evidential matters and shall give directions within 2 business days of its appointment. The directions shall include without limitation:
 - (A) the extent to which there shall be oral or written evidence or submissions;
 - (B) whether to have an oral hearing to determine the Application, or whether to determine the Application on paper.
- (iv) In determining the Application the Interim Tribunal shall exercise the powers provided under Rule K5 and Rule K7 above.
- (v) The Interim Tribunal’s award shall be in writing and shall be provided to both parties and to the Tribunal.
- (vi) Subject to Rule K8(c)(vii) below, the Applicant shall be responsible for the costs of the Interim Tribunal.
- (vii) The Interim Tribunal shall have the power but not the obligation to:
 - (A) make such order against one or more of the parties as it considers appropriate as to the costs of the Application, which shall include:
 - (i) the fees and expenses of the Interim Tribunal and any hearings;
 - (ii) the parties’ legal and other costs in the Application, including administrative costs (if any); and,
 - (iii) the parties’ legal and other costs incurred in any cost assessment or determination under Rule K8(c)(ix) below.
 - (B) order that the costs of the Application be reserved to the Tribunal.
- (viii) In appropriate cases the Interim Tribunal may award costs on an indemnity basis.
- (ix) The Interim Tribunal shall have the power to assess or determine the costs of the Application (either summarily or upon detailed representations by the parties) if requested to do so by either party.

PROVISIONAL AWARD

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

AWARD

- 10 (a) The Tribunal shall make its award (“the Award”) in writing and, unless all parties otherwise agree in writing, shall state the reasons for its decision. The Award shall be dated and signed by the Tribunal. Without prejudice to its obligations under Rule K11, the Tribunal shall inform The Association of its Award and provide The Association with a copy of any written decision.

- (b) Subject to the provisions of sections 67 and 68 of the Arbitration Act 1996, the Award shall be final and binding on the parties from the date that it is made, who shall be deemed to have waived irrevocably any right to appeal, review or recourse to a court of law, arbitral body or any other body of any nature.
- (c) Where there were three arbitrators and the Tribunal fails to agree on any issue, the arbitrators shall decide that issue by a majority. Failing a majority decision on any issue, the chairman of the Tribunal shall decide that issue.

CONFIDENTIALITY

- 11 (a) The parties shall preserve and respect the confidentiality of the arbitration proceedings, including the issues in the dispute and the evidence and arguments presented by the parties.
- (b) Subject to Rule K11(c) no disclosure shall be made to any third party of the existence of the proceedings, the contents of any documents or other evidence produced in the arbitration or any procedural decision of the Tribunal or its Award, or any part of them save and to the extent that the disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce an award, except with the prior written agreement of the parties to the arbitration.
- (c) Unless otherwise agreed between the parties, where the Association is party to an arbitration, the Award shall be made public, subject to appropriate redaction to protect third party confidentiality.

COSTS

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

SERVICE OF DOCUMENTS

- 13 (a) Any document served under this Rule K (including any Notice of Arbitration or Response) will be deemed to be received by the relevant party on a particular day, if it is received by that body or person (as appropriate) at or before 17:00 hours on a business day. If it is received at any time thereafter, or if it is received during a non-business day, it will be deemed to have been received the next following business day (the "Date of Receipt"). Any time periods stipulated in this Rule K are deemed to commence from the Date of Receipt.
- (b) Any document served under this Rule K shall be deemed to be served:
 - (i) in person: On that day, if it is delivered on a business day before 17:00, failing which it will be deemed to be served on the next following business day after it is delivered;
 - (ii) by first class post or by registered post: On the second business day after the date of posting; or

- (iii) by facsimile or email transmission: On that day, if it is transmitted on a business day before 17:00, failing which it will be deemed to be served on the next following business day after it is transmitted.
- (c) Where The Association is not a party to the dispute, the Claimant(s) and Respondent(s) must:
 - (i) send a copy of all statements of case (including the Notice of Arbitration, Response, Points of Claim and Points of Defence), applications, evidence and written submissions to The Association at the same time that such documents are sent to the other party or parties to the dispute; and
 - (ii) provide The Association with a copy of any decision, order or award of the Tribunal, or of any Interim Tribunal, upon receipt of the same.

GOVERNING LAW AND SEAT OF THE ARBITRATION

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

L. FAIR PLAY IN FOOTBALL

Fair play in football means that EVERYONE connected with football:

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

M. TRANSITIONAL PROVISIONS

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

FOOTBALL ASSOCIATION REGULATIONS

GENERAL

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

REGULATIONS FOR THE SANCTION AND CONTROL OF COMPETITIONS AT STEP 1 OF THE NATIONAL LEAGUE SYSTEM AND BELOW

Preamble

Competitions receive sanction from The FA or County FAs to demonstrate that each Competition comprises clubs that are affiliated to a County FA; that each set of rules complies with FA requirements and that the Competitions may benefit from the use of registered match officials, may play against other affiliated clubs and benefit from other services offered by The FA and County FAs. All Affiliated Associations sanctioning Competitions and all Competitions shall observe the Rules and Regulations of The FA. Any rule, regulation or practice of any such Association or Competition that is inconsistent with the Rules and Regulations of The FA shall be void and unenforceable. For further avoidance of doubt, the fact that a Competition has been sanctioned whether directly or indirectly by The FA shall not render enforceable any such rule, regulation or practice that would otherwise be void and unenforceable under the Rules of The FA.

In order to receive sanction from The FA or an Affiliated Association, a Competition must have its Rules approved by the sanctioning Association and provide a list of its member clubs and teams, all of which must be affiliated to an Affiliated Association for the appropriate season.

Applications to form new Competitions should be directed to the Affiliated Association which has the majority of clubs expected to participate. The application must state whether the Competition comprises new clubs/teams or whether it proposes to invite clubs/teams from existing Competitions. Applications to form a new Competition involving clubs/teams from existing Competitions must allow time for the sanctioning Association to consult with the existing Competitions and relevant Associations in order to assess the impact of the new Competition before deciding whether to approve or reject the application.

1. A Competition consisting of clubs, all of which are Members of one Affiliated Association only, shall make application for sanction to, and the Competition shall be sanctioned by, and be under the jurisdiction of that Association.
2. Competitions at Steps 1 to 6 of the National League System and competitions in the top five tiers of the Women's Pyramid shall make application for sanction to The FA. Other competitions consisting of clubs within the area of, or affiliated to, two or more Affiliated Associations shall make application for sanction to, and may be affiliated with, the Association which has the majority of the Competition's clubs in membership. In the case of any dispute as to the correct sanctioning Association, this will be determined by The FA Sanction and Registrations Committee. In its absolute discretion, The FA may vary the provisions of this Regulation as it sees fit.
3. Licensing System
 - (a) The FA shall operate a Licensing system to apply to all Clubs in Competitions at Steps 1 to 4 of the National League System ("NLS"). A Club shall be required to hold a Licence to be a member of a Competition at Steps 1 to 4 of the NLS with effect from the commencement of the 2016-2017 Playing Season. The Licensing System to be applied is included as Appendix 1.
 - (b) Each Competition at Steps 1 to 4 of the NLS shall be responsible for the operation, assessment and granting of the Licence in respect of its Clubs through the Standardised Rules as approved by the Sanctions & Registrations Committee of The FA. A Competition at Steps 1 to 4 shall take all reasonable and practical steps to co-operate with The FA in the application of the Licence.
 - (c) In the event that a Competition fails to apply the licensing requirements set out in the Standardised Rules to the satisfaction of The FA, then The FA shall have the powers of the Board of that Competition as set out in the Standardised Rules to

apply such licensing requirements. In addition, The FA may, if necessary, bring an action against the Competition for Misconduct under the Rules of The FA.

National League System Policy Body

- (d) A body shall be established by the Sanctions & Registrations Committee to oversee the Licensing system ('the NLS Licensing Policy Body' ('Policy Body')). The Policy Body shall be responsible for reporting to the Sanctions & Registrations Committee on all matters in relation to the formation, development and monitoring of the licensing system.
- (e) The Policy Body shall comprise the following:
- Four Council members, one to be nominated annually by each of the Competitions at Steps 1-4 as its representative;
 - Three Council members who are National Game Representatives and who shall be nominated annually by the Sanctions & Registrations Committee;
 - A Chairman who has no affiliation to any League in the National League System and who shall be nominated annually by the Sanctions & Registrations Committee.
- (f) Questions arising at any meeting of the Policy Body shall be decided by a majority of votes. The Chairman shall only be eligible to vote in the event of a tie.
4. A Competition may be used for advertising and/or sponsorship purposes and the name of the donor of a Trophy or any other presentation may form part of the title of a Competition only with the prior consent of The FA or appropriate Affiliated Association. The title sponsor of a Competition may be changed from season to season.
5. If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the donor if the conditions attached to it so provide or, if not, dealt with in accordance with the Competition rule governing the dissolution of the Competition as set out in The FA's Standard Codes of Rules and approved by the sanctioning Association.
6. The sanctioning Association (s) may not allot a club/team to a Competition. The sanctioning Association may permit the Competition to make provision in its Rules to restrict the number of Competitions, except FA and County Cup Competitions, in which its teams take part. An exception to the Regulation shall be in Competitions that form part of the National League System and the Women's Football Pyramid and Girls' Football, as determined from time to time by the Association. In accordance with FIFA Statutes, Clubs applying to play in a Competition under the jurisdiction of another National Association must have the permission of their County FA, The FA, other National Association, UEFA and FIFA.
7. In accordance with FA Rule C2, Players without a written contract are not restricted as to the clubs for which they may register and play provided they comply with the Rules and Regulations of any Competition in which their club(s) may be engaged.
8. Application for sanction of a Competition must be made in a timely fashion. Following approval of the Rules by the sanctioning Association, Competitions shall complete and submit FA Form "D" giving a full list of clubs participating in the Competition for the relevant season. All participating clubs must be correctly affiliated to an Affiliated Association before the Competition starts the season.

All Competitions

- i. Applications for sanction must receive approval from the Competition's sanctioning Association for:
- ii. The rules of the Competition and related Competitions (e.g. League plus League Cups); and

- iii. All Member clubs being correctly affiliated to an Affiliated Association; and
- iv. The terms and conditions of any offer of sponsorship, which must include details of the offer made and the proposed distribution/use of sponsorship monies.
- v. The proposed Rules of the Competition must be submitted to the sanctioning Association at least 28 days prior to the date set for the Competition's AGM or SGM. The request for approval must clearly set out the proposed departures from the Standard Code of Rules, highlighting any alterations.
- vi. Late submissions may result in the Rules not being approved in time to be considered at the General Meeting.
- vii. For Competitions sanctioned for the previous season only changes to the Rules of the previous season need be submitted. Such changes to the Rules of the previous season must be set out clearly alongside the existing rule with an explanation for the proposed change and state whether the change has been proposed by clubs, the Board or Management Committee or is a mandatory change required by The FA or sanctioning Association.
- viii. Proposed rules that do not comply with the mandatory elements of the Standard Code of Rules published by The FA from time to time will need to be amended to satisfy the requirements of the sanctioning Association before being put before the Competition's General Meeting. Any proposed rule that runs contrary to FA policies shall also be amended or withdrawn before being considered by the Competition's AGM or SGM.
- ix. A Competition is not allowed to alter its Constitution, Rules or clubs without the consent of The FA or the Affiliated Association(s) sanctioning the Competition.
- x. Rule changes may not be made after they have been approved by the sanctioning Association(s) giving consent to the Competition, unless such intended alteration has first been submitted to, and approved by, that Association, and subsequently by a General Meeting of the Competition.
- xi. Competitions shall submit a complete list of all member clubs prior to each season on FA Form "D" or in the manner prescribed by The FA from time to time.
- xii. Prior to the start of a Competition's season, the Competition shall ensure that all participating teams are correctly affiliated and shall make available to the sanctioning Association a list of all participating teams.
- xiii. Applications for sponsorship may be made at any time although sanctioning Associations will require up to 14 days to consider and approve applications.
- xiv. Sponsorship terms and conditions can only apply and refer to the Competition and its member clubs. The terms of sponsorship must not impose any requirement on clubs which refers to their participation in other unrelated Competitions.
- xv. When required to do so by the sanctioning Association, Competitions shall provide a copy of the minutes of their AGM and a copy of the Annual Report, Balance Sheet and Statement of Accounts.
- xvi. Competitions shall not allow matches to be played until their member clubs are affiliated and Rules or Rule changes are approved by the sanctioning Association(s).
- xvii. Youth (up to and including U18) Competitions must have appointed a Youth League Welfare Officer (YLWO) before sanction may be granted.
- xviii. Separate rules must be submitted for Youth sections/Competitions.

Charity Competitions/Matches

Charity Competitions should refer to FA Rule B3 for specific guidance on staging charity matches. Sanctioning Associations will need to know whether the match / Competition involves affiliated teams or scratch teams.

9. When an application for sanction is made by a Competition the Affiliated Association(s) concerned may require that the Competition Rules provide that representation of the Association(s) be by the inclusion of non-voting member(s) of the Management Committee. This arrangement is for the guidance of the Competition to ensure compliance with Association Rules and instructions.
10. The sanctioning Association(s) may approve modifications of the Laws of the Game defined by the International FA Board in Competitions for players under the age of 16, women's football, veterans' football (over 35 years of age) and disability football.
11. If a difference of opinion arises between Affiliated Associations over the right of sanction and jurisdiction, any of the Association(s) may appeal to The FA in accordance with FA Rule H and the Regulations for FA Appeals.
12. In the event of a Competition being refused sanction or affiliation by an Affiliated Association the applicants have the right of appeal to The FA in accordance with FA Rule H and the Regulations for FA Appeals.
13. A Competition shall consist of a maximum number of member clubs as approved by the sanctioning Association. The voting rights of member clubs shall be determined by the Rules of the Competition subject to the approval of the sanctioning Association(s).
14. With the exception of any club competing in The FA Women's Super League, if a club is required to do so by its parent Affiliated Association, a club must enter a suitable Cup Competition of that Association. However, in the absence of any existing suitable County Cup Competition, women's clubs may enter a Competition jointly organised by a neighbouring Affiliated Association. Only the matches of such Competition(s) will take precedence over other Competitions in which the club competes, except The Football Association Premier League, The Football League and The Football League Cup Competition.

With the consent of its parent Affiliated Association, a club may enter suitable Cup Competition(s) of other Affiliated Association(s). Ties in The FA Youth Challenge Cup Competition will take precedence with the exception of ties in other FA Competitions and first team League fixtures.

Affiliated Association(s) Cup Competition games which involve the Reserve or Youth teams of a club do not take precedence over arranged first team League fixtures of The National League, Northern Premier, Isthmian and Southern Leagues.

15.
 - (a) A club may not withdraw or resign without penalty unless it has complied with the obligations set out in the Rules of the Competition, in so far as such Rules are consistent with the following provisions of this Regulation and the other Rules and Regulations of The FA. Competitions may, through the sanctioning Association, use the regulations of the Football Debt Recovery process to collect football debts of clubs/teams that withdraw without satisfying their obligations to the Competition.
 - (b) A Competition may require a club to give written notice of an intention or provisional intention to resign or withdraw at the end of a season. Where such notice has been submitted a club must either confirm or rescind the notice, in writing, by 31st March in that season.
 - (c) A Competition may not, in its Rules and Regulations, adopt or give effect to any Rule, Regulation or practice whereby:-
 - (i) a club intending or having a provisional intention to resign or withdraw at the end of a season is required to give notice of such intention before 31st December in that season;

- (ii) any penalty or other obligation is imposed upon a club intending to resign or withdraw at the end of a season for not having given notice of such intention prior to 31st December.
 - (iii) any club is or can be required to give notice of an intention or provisional intention to resign or withdraw before being able to apply for membership of another Competition.
 - (d) Subject to the provisions of this Regulation, a club shall be permitted to resign or withdraw from a Competition at the end of a season.
 - (e) For the avoidance of doubt and without prejudice to the generality of Regulation 19, any rule, regulation or practice in breach of this Regulation shall be void and unenforceable.
 - (f) Without at least seven days' written notice to a Competition, a Participant (FA Rule A2) may not make an approach to or have contact with a club still in membership of that Competition with regard to the club becoming a member of another Competition. The approaching Participant (A) may not approach the same Club a second time in the same playing season; (B) may approach only one Club within the same Competition at any time; and (C) may not approach another Club in the same Competition within 28 days of an earlier notice of approach or acknowledgment.
16. (a) A Competition must make provision in its Rules for a right of appeal to the sanctioning Association, as provided for in FA Rule B1(b). The Rules of Competitions sanctioned by The Football Association must make provision for the payment of a minimum fee of £50.
- (b) No appeal can be lodged against a decision taken at an Annual or Special General Meeting unless this is on the ground of unconstitutional conduct.
17. In Charity Competitions:-
- (a) conducted on a league principle, not less than 1/10th of the gross gate receipts of each match must go to Charity. If the receipts are insufficient to cover ground expenses of the match the percentage may not be taken. Expenses must not include those of the competing clubs;
 - (b) conducted as a knock-out cup, of the gross gate receipts at least 1/10th of the Preliminary Round(s) and at least 1/3rd of the Semi-Final and Final Ties must go to charity;
 - (c) a salary or honorarium must not be paid to any official;
 - (d) at the close of each Competition an audited Balance Sheet or Financial Statement must be forwarded to the sanctioning Association together with confirmation from the Charity(ies) of the amount donated.
18. Competitions shall fix the fees and expenses to be paid to Match Officials officiating in their matches within the limits laid down by the sanctioning Association. Officials shall neither ask for, nor receive a larger fee than that fixed by the Competition.
19. Referees must not be called upon to perform duties extraneous to the Laws of the Game which would bring them into direct contact unnecessarily with participating players, e.g. when match report cards were being signed by players.
20. Competitions must not impose bonds on their member clubs as a guarantee of the good behaviour of their players on or around the field of play.
21. The Rules of the Competition must comply with the Standard Code of Rules issued by The Football Association and as altered from time to time for the level at which the Competition competes.

APPENDIX 1 TO SANCTION & CONTROL OF COMPETITIONS REGULATIONS

These Regulations have been compiled by the National League System Policy Body and approved by the Sanction and Registrations Committee and Football Regulatory Authority of The Football Association for the mandatory use of all Competitions at Steps 1 to 4 (inclusive) of the National League System and should be read in conjunction with the Standardised Rules (“the Rules”).

These Regulations were approved by FA Council on 20 January 2016 and are effective from that date.

BACKGROUND

The Rules for 2015/16 include as an appendix provision for the introduction of a licensing scheme to be applied to Clubs at Steps 1 to 4 of the National League System. These Regulations implement the requirements of the licensing processes and procedures.

DEFINITIONS

Definitions of terms are as stated in the Rules.

“**Competition**” – in these Regulations shall refer to a competition at Steps 1-4 of the National League System

“**the Licence**” – an annual licence required to be held by a Club to be a member of a Competition that may be either an Unconditional Licence or a Conditional Licence .

“**the First Licence**” – the Licence to be granted to each Club to enable it to compete in a Competition in the 2016/17 Playing Season

“**the Licence Criteria**” – as stated in Annex 1, each of which is a Criterion

“**Conditional Licence**” – a Licence with conditions attached to be met by a Club within a period determined by the Competition in which the Club holding the Licence is allocated by the Leagues Committee. Such period is not to exceed 1 March in the Membership Year to which the Licence relates. Save in exceptional circumstances, a Conditional Licence cannot be granted to a Club for successive Membership Years in respect of the same Criterion.

“**Unconditional Licence**” – a Licence without any conditions attached

1. GENERAL PROVISIONS AND APPLICATION OF THE LICENCE

- 1.1 The FA is to operate a licensing system for Clubs at Steps 1 to 4 of the National League System from Playing Season 2016-2017. The FA has delegated to each Competition the operation, determination and monitoring of the Licence as set out in these Regulations (“the delegated powers”). The FA retains a right to apply the operation, determination and monitoring of the Licence as set out in Section 2 below. The Competition may in accordance with the Rules delegate its responsibilities under these Regulations to a Sub Committee or similar body.
- 1.2 A Club must hold a Licence to be a member of a Competition.
- 1.3 A Licence is granted for a Membership Year. In each Membership Year the Competition must monitor the compliance of each Club in relation to the Licence Criteria unless the Licence has been withdrawn by the Competition or has been or is to be surrendered by a Club.
- 1.4 If at any time during a Membership Year the Competition becomes aware that a Club no longer fulfils any of the Licensing Criteria then the Competition shall review that Club's Licence in relation to the non-fulfilment such that a Licence may be withdrawn, suspended or have conditions imposed or varied or have financial penalties imposed upon it.
- 1.5 A Club must give written notification to the Competition of which it is a member of any breach of any Licence Criterion within 5 working days of the breach occurring.

1.6 If a Club's Licence is suspended then that Club cannot participate in the Competition from that date until the expiry of seven days from the day the default is remedied, unless otherwise agreed by the Competition. If the Competition refuse or withdraw a Licence then that Club cannot participate in the Competition.

1.7 A Club that does not hold a Licence to be a member of a Competition may apply to the Leagues Committee to be placed elsewhere within the National League System in accordance with National League System Regulations but shall not be automatically entitled to such a place.

2. ROLE OF THE FA

2.1 At any time The FA can make representations in writing to the Competition with regard to the Licence of a Club and the Competition shall respond in writing within 5 working days of receipt of the representation.

2.2 The FA has the right to apply at any time the delegated powers where in the reasonable opinion of The FA the Competition has failed to do so or has failed to do so adequately and the procedure set out in Regulation 2.3 has been followed. This right includes determining any sanctions for non-compliance by a Club with the Licence Criteria. In the event that The FA exercises the delegated powers then they shall be applied by The FA's Chief Regulatory Officer or any officer acting on a delegated authority.

2.3 The procedure to be adopted in the event that The FA wish to apply delegated powers as provided for in Regulation 2.2 is that The FA's Chief Regulatory Officer or any officer acting on a delegated authority shall give written notice to the Competition setting out the matter in respect of which it wishes to apply delegated powers, the decision it wishes to apply and the full reasons for this. The Competition shall reply in writing within five working days of receipt of The FA's written notice, or 3 May following the submission of the application if earlier, setting out its responses to the proposal including the Competition's agreement or otherwise to The FA's notice. If agreed then the decision required by The FA shall be applied by the Competition and shall be treated as a decision of the Competition. If not agreed then The FA may, after considering the responses of the Competition, confirm its decision to exercise delegated powers to the Club and the Competition in writing. In the event that The FA has applied the delegated powers then the decision of the Competition shall be set aside and the decision of The FA shall apply subject to an appeal by the Club and or the Competition as set out in Section 7.

3. LICENSING PROCESS AND TIMETABLE

3.1 Each Club is required to apply for a Licence using the application form. The application form is to be received by the Competition by 14 March in respect of the Membership Year immediately following. A Club shall be assessed by the Competition in accordance with the Licensing Criteria in order to be granted a Licence.

3.2 The Competition will conclude the assessment process by 21 April of the Membership Year and notify The FA in writing of its licensing decisions by that date in a form reasonably determined by The FA.

3.3 The Competition must advise each of its member Clubs of its licensing decision in writing on or before the 5 May following the submission of an application, other than for a Club to which The FA has exercised the delegated powers in accordance with paragraph 2.3.

3.4 The Competition shall advise The FA in writing of any subsequent decision in relation to any Licence during a Membership Year. Such notification to be transmitted to The FA within five working days of the date of the decision of the Competition.

3.5 The Competition may request the attendance of a Club at a meeting to consider the assessment of that Club in relation to the Licence or request any further information it

deems appropriate. Such attendance, once requested, shall be mandatory and shall be made by an Officer of the relevant Club.

4. LICENCE CRITERIA

- 4.1 The Licence Criteria are as set out in Annex 1. Each of the Licence Criterion is to be met for a Club to be granted an Unconditional Licence. A Conditional Licence may be issued as stated in the Licence Criteria.

5. TRANSFER OF A LICENCE

- 5.1 If a Club wishes to transfer its Licence from one entity to another then it may only do so with the written consent of the Competition and The FA. The requirements to be met for the transfer of a Licence are set out in Rule 2.9.

6. MOVEMENT OF CLUBS

- 6.1 In the event that a Club moves from one Competition to another then the Licence will be retained by the Club and must be applied by the Competition of which that Club becomes a member. The Competition which receives a Club by such transfer may review that Club's Licence at any time and take such action as may have been available on the original application.

- 6.2 (Step 1 only) A Club relegated from the Football League shall be subject to assessment for a Licence by the Competition on becoming a member of the National League in a timescale determined by the Competition and such relegated Club shall fully co-operate with such assessment in a timely manner. Such a Club must not be refused a Licence in its first Membership Year although any conditions for the grant of the Licence must be satisfied by no later than 1 March following the application.

- 6.3 Any Club that applies for promotion from Step 5 to Step 4 of the National League System must be required to meet the Licence Criteria in accordance with the timetable set out in the Licence Criteria. The assessment of such a Club must be determined by the National League System Policy Body. In order to be promoted to Step 4 a Club must meet the Licence Criteria in addition to the requirements set out in the Regulations for the Operation of the National League System.

7. APPEALS

- 7.1 All decisions of the Competition in relation to a Licence shall be subject to appeal only by the Club which submitted an application form for that Licence. The appeal shall be determined in accordance with Regulations For Football Association Appeals save that any such appeal must be lodged in writing within 5 working days of the date of notification of the decision to be appealed against and any appeal hearing must be held within 14 days of the appeal being lodged with The Association.

- 7.2 All decisions of The FA where it applies the delegated powers in accordance with Section 2 shall be subject to appeal only by the Competition and the Club which submitted an application form for a Licence. The appeal shall be determined in accordance with Regulations For Football Association Appeals save that it must be lodged in writing within 5 working days of the date of notification of the final decision of The FA to apply delegated powers and any appeal hearing must be held within 14 days of the appeal being lodged with The Association.

- 7.3 All decisions of the National League System Policy Body in accordance with paragraph 6.3 shall be subject to appeal only by that Club which is seeking promotion to Step 4 and had applied for a Licence. The appeal shall be determined in accordance with Regulations For Football Association Appeals save that it must be lodged in writing within 5 working days of the date of notification of the decision to be appealed against and any appeal hearing must be held within 14 days of the appeal being lodged with The Association.

8. RULES AND FA RULES

- 8.1 The application of the Licence Criteria and processes shall not restrict the application of the Rules and FA Rules in any way. Any information provided under the licensing processes may be used by the Competition and or The FA in the application of the Rules and FA Rules respectively.

9. MISCONDUCT

- 9.1 Any Club and or Club Official that knowingly provides information to the Competition in relation to the Club's Licence that is found to be false in any particular then that Club and or Club Official may be charged with Misconduct under the Rules or FA Rules.

LICENCE CRITERIA ANNEX 1**1. LEGAL**

- 1.1 Confirmation of the legal entity that is the Club
- 1.1.1. By 14 March in a Membership Year a Club must confirm to the Competition its company name and number (if incorporated) and a list of all individuals with a Significant Interest in the Club or the name of the nominee in whose name the membership of the Company is vested (if an unincorporated association) as at the 1 March immediately preceding.
- 1.1.2. The Criteria will be met where the details provided by a Club complies and accords with information already provided to the Competition.
- 1.1.3. If a Club fails to provide the information or if the information provided does not comply and accord to that held by the Competition then the Club must explain any differences within a timescale set by the Competition. If the explanation provided by the Club does not satisfy the Competition then the Competition may refuse the Licence, issue a Conditional Licence and or penalise the Club at its discretion.
- 1.2 The Rules or Articles of Association of a Club are required to meet the provisions of Rules I 2 (a) to (d) of The Association.
- 1.2.1 The criteria shall be met where the Club's articles or Rules meet the requirements of FA Rules I 2 (a) to (d). The FA shall by 14 March in a Membership Year provide the Competition with a written confirmation as to any Club of which it is aware whose articles or Rules do not satisfy the requirements of Rule I 2 (a) to (d) of The FA.
- 1.2.2 In cases where non-compliance is identified then a Conditional Licence may be granted such that the Club must amend its articles or Rules within 60 days of being instructed to do so by the Competition. The Club must provide evidence of the changes to the Competition and to The FA for consideration. If the changes are not made and evidenced to the satisfaction of The FA within the 60 day period then the Club's Licence may be suspended by the Competition with immediate effect until such time as the provisions of FA Rule I 2 (a) to (d) have been met.
- 2. OWNERSHIP AND CONTROL**
- 2.1 Confirmation of ownership and control
- 2.1.1 By 14 March in a Membership Year a Club must provide written confirmation of its ownership and control as at the 1 March immediately preceding together with supporting documentation to evidence the same.
- 2.1.2 If a Club fails to provide the confirmation by the due date then the Licence may be refused or issued subject to conditions.

- 2.2 Publication of ownership
- 2.2.1 By 14 March in a Membership Year a Club must provide the Competition with evidence of compliance with Rule 2.13 at the 1 March immediately preceding. Evidence may include copies of pages from the Club's website and or copies of the Club's matchday programme.
- 2.2.2 If a Club fails to provide the confirmation and or the evidence required or has not met the requirements of Rule 2.13 at 1 March immediately preceding then the Club may be issued with a Conditional Licence such that it is directed by the Competition to satisfy Rule 2.13 within 30 days. The failure to comply with this direction so may result in a penalty that may include the suspension of the Licence.
- 2.3 Change of control – National League only
- 2.3.1 Where a change of control of a Club has occurred in a Membership Year then it must have been approved by the Competition in accordance with Rule 2.14. Compliance with Rule 2.14 shall be deemed to meet the criteria.
- 2.3.2 If through any means the Competition becomes aware that a change of control has occurred at a Club in the Membership Year that it has not approved in accordance with Rule 2.14 then in addition to the powers of the Competition set out at Rule 2.14 the Competition may refuse a Licence, attach conditions to a Licence and / or apply a penalty at the discretion of the Competition.

3 INTEGRITY

- 3.1 Owners' and Directors' Test
- 3.1.1 By 14 March in a Membership Year a Club must confirm to the Competition that the Club has met the reporting requirements of The FA's Owners' and Directors' Test Regulations as at 1 March immediately preceding in a Membership Year.
- 3.1.2 If at 1 March the Competition has received a Notice issued by The FA in accordance with the Owners' and Directors' Test Regulations and the Club's membership of the Competition has been suspended at that date then the Licence may be refused.
- 3.2 Interests in more than one club
- 3.2.1 By 14 March in a Membership Year a Club must provide a written confirmation in a form determined by the Competition that it satisfies the requirements of Rule 5 as at the 1 March immediately preceding.
- 3.2.2 In the event that the written confirmation is not provided by the due date then the Club must be subject to a penalty determined by the Competition that may include a fine, Embargo, suspension, refusal of the Licence or the granting of a Conditional Licence.
- 3.2.3 If at any time during a Membership Year the Competition become aware of a matter to be considered under Rule 5 via the written confirmation provided by the Club or by any other means such that in the opinion of the Competition the breach brings or is likely to bring into question the integrity of the Competition then that Club's Licence may be refused, suspended, withdrawn or a Conditional Licence may be issued.
- 3.3 Management of a Club
- 3.3.1 If the Competition has determined that as at 1 March in a Membership Year a Club is in breach of Rule 2.11 and or 2.18 such that the Club is to be expelled or excluded from the Competition in accordance with the Rules then the Licence may be refused or a Conditional Licence may be issued.

4 FINANCE

4.1 Annual financial statements

- 4.1.1 By 14 March in a Membership Year a Club must provide to the Competition a copy of its full financial statements for the period of its most recent complete financial year.
- 4.1.2 The accounts are to be prepared in accordance with applicable legal and regulatory requirements, the rules of the Club, Rule I 1 (c) or (d) of The FA as appropriate and are to be evidenced as having been approved on behalf of the Club by its Board of Directors or Committee and approved by its members/shareholders at a duly convened general meeting.
- 4.1.3 The FA shall by 14 March in a Membership Year provide the Competition with a written confirmation as to any Club of which it is aware whose financial statements for the period of its most recent complete financial year do not satisfy the requirements of Rule I 1 (c) or (d) of The FA.
- 4.1.4 Where the annual financial statements are not provided to the Competition by the due date or do not satisfy the requirements at paragraph 4.1.2 above then the Licence may be refused or a Conditional Licence issued. The Club may also be subject to a penalty determined by the Competition.

4.2 Filing of annual financial statements – Club companies only

- 4.2.1 In the case of a Club that is a corporate body (or similar), then that Club must by 14 March in a Membership Year confirm to the Competition that the annual accounts for its latest complete financial year are not overdue for filing at 1 March immediately preceding with regulatory bodies such as the Registrar of Companies at Companies House (or similar).
- 4.2.2 Where the Competition becomes aware by any means that the annual accounts were overdue for filing at 1 March then the Club must be subject to a penalty determined by the Competition that may include licence refusal or the issuing of a Conditional Licence.

4.3 Football Creditors

- 4.3.1 By 14 March in a Membership Year a Club must provide a written confirmation in a form requested by the Competition that it is not in default of amounts owed by the Club at the 1 March immediately preceding in respect of Football Creditors. The confirmation must also include any on-going proceedings against the Club in relation to Football Creditors. The Club must provide details of any such proceedings whether through football procedures recognised by the Competition or legal procedures, such as a winding up petition.
- 4.3.2 This Criterion shall be met where the Competition has assessed a Club and found it to comply with the provisions of Rule 11. The date of assessment shall be 1 March in a Membership Year. Where a Club has reported or the Competition has become aware by any means that a Club has defaulted on payments to Football Creditors then in addition to the powers set out at Rule 11 then the Competition may refuse the Licence, issue a Conditional Licence or suspend the Licence pending the supply of any further information requested by the Competition and for a period as the Competition shall determine.

4.4 PAYE and VAT

- 4.4.1 A Club must be assessed under the Financial Reporting Initiative in respect of PAYE and VAT. The assessment of a Club and the application of the requirements of the Financial Reporting Initiative to a Club shall be deemed to be compliance with the criteria.

- 4.5 Evidence of Funding – Step 1 only
A Club must be compliant with the requirements of Appendix E Budget Monitoring Scheme and Permitted Loans in relation to the Membership Year.
- 4.6 Insolvency Event
- 4.6.1 By 14 March in a Membership Year a Club must confirm to the Competition in writing whether or not it is subject to an Insolvency Event as at the 1 March immediately preceding. If a Club is so subject to an Insolvency Event then the Club may be subject to assessment by the Competition in accordance with the requirements of Rule 14.B. In addition to the requirements at Rule 14.B the Competition may refuse the licence, withdraw a Licence or issue a Conditional Licence.
- 4.6.2 Irrespective of the content of paragraph 4.6.1, a Club subject to Insolvency Events (d), (e), (f) or (g) as defined in the Rules is not entitled to hold a Licence and must not be permitted to participate in the Competition from the date of the Insolvency Event. A Licence shall automatically lapse should a Club become subject to Insolvency Events (d), (e), (f) or (g) as defined in the Rules.
- 5 GROUNDS AND SECURITY OF TENURE**
- 5.1 At 31 March in a Membership Year a Club must have satisfied the provisions of Rules 2.1, 2.2, 2.3, 2.5 and 2.6.
- 5.2 Compliance with Rules 2.1, 2.2, 2.3, 2.5 and 2.6 shall be deemed to meet the Criteria.
- 5.3 A Club that fails to meet the requirements of Rules 2.1, 2.2, 2.3, 2.5 and 2.6 at 31 March may be refused a Licence.
- 6 REPORTING OF CHANGES**
- 6.1 A Club is required to advise the Competition in writing of any changes to the application of any of the Licence Criteria to its Licence at any time which might directly or indirectly affect the application of the Licence Criteria. The written notification is to be received by the Competition within three working days of the change occurring.
- 6.2 If the Competition becomes aware of a change at a Club by any means then the Competition must consider any such change in relation to the application of the Licence Criteria to the Club.
- 6.3 If a Club fails to advise the Competition of such a change then it may be subject to a penalty determined by the Competition, including and not limited to suspension or withdrawal of the Club's Licence, Embargo or financial penalty or a points deduction.

REGULATIONS FOR THE REGISTRATION AND CONTROL OF REFEREES

PREAMBLE

Pursuant to The Football Association Rule J1(d), the Council is authorised to make regulations with reference to Match Officials as they deem expedient. These 'Regulations for the Registration and Control of Referees' (the "Regulations") are the regulations made under that Rule.

Affiliated Associations are responsible for the administration of Referees registered with The Association who reside in their area as determined by The Association. Service Associations have administrative responsibility for Referees who are serving members of the Armed Forces.

Affiliated Associations shall appoint a Referees' Committee to carry out its' functions under these Regulations.

These regulations fully embrace The Association's Equality Policy, Safeguarding Children Policy and Regulations and Safeguarding Vulnerable Adults Policy and Regulations.

For the purpose of these Regulations the terms used will be defined as follows:

Administer - to carry out the administrative procedures relating to the registration and control of Referees as required or determined by The Association from time to time.

Affiliated Association - a County Football Association or Service Association.

Annual Review - the review by a Competition of its List of Match Officials entitled to be appointed for a match in that Competition, to establish the suitability of each Referee to continue to be eligible to be retained on that List. This will take place between the last day of the playing season and the 31st July each year. Such a review will take into consideration the Referee's administration, fitness, conduct and performance on the field of play as defined in these Regulations, as modified by any written instructions to a Competition from the Association from time to time. The Competition must provide reasons for the removal of a Match Official from their List to the Parent Association of the Match Official.

Club Mark - a numerical indication of a Referee's performance on the field of play, reported by competing Clubs after a match, on a scale defined by The Association.

Contributory Leagues - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 3 Referees.

County Referee - a Referee who has demonstrated to the satisfaction of The Association, Affiliated Association or Service Association, as required by these Regulations, the ability to officiate at Level 6 and above.

Examine - to supervise, in written and/or other form of examination, Trainee Referee candidates to the requirements and standards determined by The Association from time to time.

FIFA List - those Referees and Assistant Referees, nominated by The Association and selected by FIFA, eligible for appointment to international matches.

Futsal - the only form of small sided football approved by FIFA.

Futsal Observer - those individuals authorised by The Association to produce Observer reports at levels determined by The Association in relation to futsal.

Junior County Referee - a Referee who has completed successfully the Basic Referee Training Course, having reached the age of 16 years.

League - a Competition sanctioned under relevant Regulations by The Association or an Affiliated Association.

Marking Season - except as otherwise determined by The Association, the marking season for promotion/retention shall be from the 1st March until the last day of February in the following year.

National List - those Referees selected by The Association, eligible for appointment to games in the Premier League, the Football League and other matches as determined from time to time.

Observer report - written appraisal of a Referee's performance on the field of play, carried out by an Observer, or a Futsal Observer, on behalf of The Association, Affiliated Association or competition and submitted to the appropriate body.

Observers - those individuals authorised by The Association to produce out Observer reports at levels determined by The Association.

Panel List - those Referees selected by The Association, eligible for appointment to games within specific Panel Leagues as determined by The Association, suitable for Level 2 Referees.

Parent Association - the Affiliated Association within whose boundaries a referee resides (except for Service referees and the Amateur Football Alliance).

Playing Season - that period of the year when The Association permits football to be played.

Referee - a person registered as qualified under these Regulations who may be appointed as a Match Official.

Registration Period - from 1 June in each year, (or the date of successful completion of the Basic Referee Training Course if later) to the following 31 May.

Senior County Referee - a Referee who has demonstrated to the satisfaction of The Association, Affiliated Association or Service Association, as required by these Regulations, the ability to officiate at Level 5 and above.

Service Association - an Affiliated Association having responsibility for the administration of the game as determined by The Association from time to time in or relating to Her Majesty's Regular Forces (the Royal Navy, the Army, the Royal Air Force).

Specialist Assistant Referee - Referees who are permitted by The Association to officiate almost exclusively as Assistant Referees.

Supply League - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 4 Referees.

The Association - means The Football Association.

The Referee Course (previously referred to as The Basic Referee Training Course) - a course of instruction for 11-a-side football as determined by The Association leading to the examination of Referee candidates.

Trainee Referee - a Referee candidate who is undergoing the Referee Course, will be recognised and classified as a Level 9 Referee and may be appointed as a Match Official in accordance with these regulations.

Youth Referee - means a registered Referee who is aged 14 or 15.

For the purposes of these Regulations, The Association shall act through the Council, which shall delegate such functions to the Referees' Committee.

1. REGISTRATION

(a) No person shall be appointed as a Match Official in any Match or Competition under the jurisdiction of The Association either directly or indirectly unless registered in accordance with these Regulations.

A Competition may include in its regulations a provision by which a person who is not a registered Match Official may carry out the duties of a Match Official in a specific Match but only in circumstances where a registered Match Official cannot be appointed to or officiate in that Match. In these circumstances the appointed unregistered and/or unqualified Match Official will carry the same powers and duties of an appointed registered Match Official for the purpose of that match.

- (b) A Referee must be registered with The Association through the Affiliated Association within the area in which the Referee resides, which will be deemed that referee's Parent Association (or County). The Parent Association for serving members of The Armed Forces is the Affiliated Association of the service in which they serve; such referees may also register as an Associate Referee with the Affiliated Association in whose area they reside. A Referee will be required to pay the standard national registration fee to be determined annually by The Association. Registration will run from the date of registration until the following 31 May. A Referee may become an Associate Referee with another Affiliated Association but will not be required to pay a further fee.
- The Memorandum attached to these regulations details the responsibilities of Affiliated Associations in respect of Referees administered by them.
- (c) In cases where the boundaries of Affiliated Associations overlap, the Affiliated Associations concerned must mutually agree responsibility of the training and examination of Trainee Referees. Once the Referee Course has been completed, the registration of the Referee must then be transferred to the Affiliated Association of the area in which the Referee resides. A Referee who changes residence from one administrative area to another will be required to be released by the original Association before being registered with their new Association for administrative purposes but will not be required to pay a further registration fee for that season.
- (d) Referees shall not be registered with The Association until they are able to satisfy the Affiliated Association of their date of birth. A Trainee Referee must be 14 years of age or older at the time of registration.
- (e) A Referee who has failed to register as a Referee with The Association for between two and five seasons shall not be re-registered until they have successfully undertaken and completed the Referee Course written examination. The Affiliated Association may then register the Referee at their former Level (up to Senior County Referee) once they are satisfied with his/her competence. A Referee who has not been registered for more than five seasons must attend and successfully complete the Referee Course at which point they will be registered as a Junior County Referee.
- (f) A Referee's registration may be cancelled or suspended by the Affiliated Association in consultation with The Association where the Referee has not acted in the best interests of the game. The Association may take any action it deems appropriate. Applications for the re-instatement of a Referee who has previously been disqualified under this Regulation must be referred to The Association.

2. REFEREE RECRUITMENT, TRAINING AND EXAMINATION

- (a) The Association and Affiliated Associations shall be responsible for the recruitment, training and examination of Referees.
- (b) The requirements and standards for Referee training and examination shall be agreed by The Association.
- (c) Initial Referee training course fees shall be set by The Association for:
- Referee Course
 - Futsal
 - Small Sided Football
 - Mini Soccer
 - Disability Football
- (d) Referee Course - All candidates shall be examined as to their suitability to be a Referee by an initial examination at the end of module 3. The initial examination shall include a written element and/or any other form of examination as prescribed by The Association.

- (e) All other formats of initial Referee training will be examined at the end of the period of training.
- (f) The minimum age a candidate may be presented for initial examination of the Referee Course and all other forms of refereeing will be 14 years.
- (g) Candidates who do not reach the standard required by The Association in the initial examination may be re-examined at a time appropriate to the needs of the individual as determined by The Association and/or the Affiliated Associations.

3. CLASSIFICATION

- (a) On behalf of The Association, each Affiliated Association must classify Referees administered by their Association. The classification period runs from 1 June in each year, or the date of successful completion of the initial examination, to the following 31 May.

As at 1 June in each year every Referee is to be classified as follows;

International	FIFA List Referee
Level 1	National List Referee
Level 2a	Panel Select List Referee
Level 2b	Panel List Referee
Level 3	Contributory League Referee
Level 4	Supply League Referee*
Level 5	Senior County Referee. This classification includes Referees who have served at a higher Level.**
Level 6	County Referee
Level 7	Junior County Referee (16 years of age or over)
Level 8	Youth Referee (14 or 15 years of age)
Level 9	Trainee Referee
Level 10(n)	Referee Workforce (if not already registered as an active Referee) <ul style="list-style-type: none"> - Tutor - Observer - Mentor - Coach
Level 10(a)	Referee Workforce (an active Referee officiating in 6 or fewer matches a season) <ul style="list-style-type: none"> - Tutor - Observer - Mentor - Coach

**Any such referee registered with the Guernsey FA, Jersey FA and the Isle of Man FA and officiating on those islands may be classified as Level 4i according to criteria approved by The Association.*

*** Where a Referee has achieved a Level higher than Level 5 and is not retained, the Referee will usually be reclassified as a Level 5 Referee, with the option of further promotion in the normal way or until a status of non-active is declared by the individual.*

The Association may designate Referees as Specialist Assistant Referees who will officiate almost exclusively as Assistant Referees according to guidelines determined from time to time.

A Referee may be registered as one or more of the following specialist categories; such registration may be in addition to a Level 1 to 10 registration.

MSR	-	Mini Soccer Referee
SS	-	Small Sided Referee

WFR1	-	Premier League and Super League Women's Football Referee
WFR2	-	Combination Women's Football Referee
WFR3	-	Regional Premier Division Women's Football Referee
WFR4	-	Regional League Women's Football Referee
WFR5	-	County League Women's Football Referee
WFR6	-	Girls and County League Women's Football Referee
WFR7	-	Trainee Women's Football Referee
FURF	-	International FIFA Futsal Referee
FUR1	-	National Futsal Referee
FUR2	-	Regional Futsal Referee
FUR3	-	Senior County Futsal Referee
FUR4	-	County Futsal Referee
FUR5	-	Junior County Futsal Referee
FUR6	-	Youth Futsal Referee
FUR7	-	Trainee Futsal Referee

- (b) When a Referee changes residence from one Affiliated Association to another, the classification Level will be accepted by the Affiliated Association into whose area the Referee has moved.
- (c) A Referee moving to England from another country must provide proof of their current Referee status from their National Association. The Association will determine their classification Level.
- (d) Trainee Referees undertaking the Referee Course must be registered as Level 9 by the end of module 3. A Level 9 Referee will automatically become a Level 7 Referee (16 years of age or over) or Level 8 (14 or 15 years of age) upon successful completion of the Referee Course.
- (e) A Level 8 Referee will automatically become a Level 7 Referee on reaching the age of 16
- (f) FIFA nominations:

Nominations will be approved annually by the FA Referees' Committee

Priority will be given to developing English officials who show the potential to officiate at future major international finals and tournaments

A FIFA official who ceases to be on the FIFA list will not be considered for future nomination although consideration may be given in exceptional circumstance to an official who resigned from the FIFA list for significant personal reasons

The following factors will be taken into consideration for each potential nominee:

- Domestic performances
- International performances
- Potential to officiate in future major international tournaments with special consideration being given to UEFA EURO Championships and FIFA World Cups
- Fitness and body composition
- Availability
- Ambassadorial qualities
- Organisation and attitude (including feedback, reporting, self-analysis etc...)

Consideration will be given to operational requirements and the strategic planning of the overall makeup of the English FIFA lists

4. PROMOTION

Men

- (a) Selection and promotion within Levels 4 to International will be determined as follows:
- International Level Annual nomination by The Association to FIFA, selected from those eligible Referees as at the date of nomination determined by FIFA.

Level 1	Referees who have been promoted from Level 2 for outstanding ability as determined by The Association.
Level 2	Referees who have been promoted from Level 3 for outstanding ability as determined by The Association.
Level 3	Referees who have been promoted from Level 4 for outstanding ability as determined by The Association.
Level 4	Referees who have been promoted from Level 5 for outstanding ability as determined by The Association following nomination by the Affiliated Association to act as an Assistant Referee on the National Contributory Leagues and as a Referee on a Supply League.

Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 4 and above.

- (b) Selection and promotion within Levels 7 to 5 will be determined as follows:

Referees must apply for promotion in writing to their Parent Association no later than 1 March preceding the season in which promotion is sought. Referees considered for promotion in the preceding season, but not successful, will automatically be included in the promotion scheme for the following season unless they indicate otherwise, in writing, to their Parent Association.

The Parent Association may charge promotion candidates an administration fee (the maximum sum to be determined from time to time by The Association); the administration fee will be refunded to candidates who complete the promotion process, regardless of whether or not they are promoted.

- (c) The Parent Association may charge promotion candidates an administration fee (the sum to be determined from time to time by The Association); the administration fee will be refunded to a candidate who completes the promotion process, regardless of whether or not they are promoted.

The responsibility of promoting Referees within Levels 7 to 5 rests with the Referee's Parent Association. All selections to Level 5 must be made by 25 March each year and selections to Level 6 by 30 April each year.

Levels 5 and 6

Promotion from Level 6 to Level 5 and Level 7 to Level 6 shall be based on a Referee's practical performance on the field of play and other criteria as follows:

- Observer reports by Observers on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in open age competitions) officiated in as a Referee in the marking season.
- A Level 6 Referee wishing to be considered for future promotion to Level 4 must complete at least 5 games as an Assistant Referee.
- Attendance at least one promotion in-service training event.
- Successful completion of a written examination as determined by The Association.

Level 7 - Reclassification from Level 8 and 9

- (d) At an interim meeting at the end of September County Associations may:

- Identify Level 7 Referees who are showing promise and consider them for accelerated promotion from Level 7 to 5 in one season providing they meet the criteria as determined above

- To gather supporting evidence for this “accelerated promotion” the Affiliated Association should provide the Referee with more challenging matches eg higher division matches in local leagues, games in later rounds of County Competitions. Referees being considered for this promotion would require an additional 20 games and a further three Observer reports at the higher Level of challenge. The Referee must attend an in-service training event for Level 6 to 5 and take the appropriate examination as determined in the criteria set by The Association.
 - Review for promotion to Level 6 or 5 a Referee who was ineligible for consideration in the annual promotion meeting because of shortage of games. Referees who meet the criteria may be promoted to Level 6 or Level 5 with effect from 1 October.
- (e) A Level 7 Referee must officiate as a Referee in a minimum of 20 games in one registration period before applying for promotion. No Affiliated Association may impose any other qualification periods which cause delayed passage through the promotion pyramid.

Women

- (f) Promotion through the Women’s Pyramid of Football will follow the criteria above, excepting that Referees choosing the women’s pathway cannot automatically cross over to the same Men’s classification Level as this pathway is for the development of female Referees only.

As at 1 June in each year Referee is to be classified as follows;

International	FIFA List Referee -
Level 1	Premier League and Super League Referee
Level 2	Combination Referee
Level 3	Regional Premier Division Referee
Level 4	Regional League Referee
Level 5	County League Referee
Level 6	Youth Referee (14 or 15 years of age)
Level 7	Trainee Women’s Football Referee

International Level - annual nomination by The Association to FIFA, selected from those eligible Referees as at the date of nomination determined by FIFA. Nominees must operate regularly at the highest level of the national women’s competition.

Level 1	Referees who have been promoted from Level 2 for outstanding ability as determined by The Association.
Level 2	Referees who have been promoted from Level 3 for outstanding ability as determined by The Association.

Promotion to Level 1 and Level 2 will be based on a Referee’s practical performance on the field of play by considering the criteria determined as follows:

- Observer reports by Observers on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in women’s competitions) officiated in as a Referee in the marking season.
- Attendance at at least one promotion in-service training event.
- Successful completion of a written examination as determined by The Association.
- Successful completion of a fitness test as determined by The Association.

Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 2 and above.

Levels 3, 4 and 5

Promotion from Level 4 to Level 3, Level 5 to Level 4, Level 6 to Level 5 shall be based on a Referee's practical performance on the field of play by considering the criteria determined as follows:

- Observer reports by Observers on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in women's competitions) officiated in as a Referee in the marking season.
- A Level 3 Referee wishing to be considered for future promotion to Level 2 must complete at least 5 games as an Assistant Referee.
- Attendance at least one in-service training event
- Successful completion of a written examination as determined by The Association.

Trainee Referees undertaking the Referee Course must be registered as Level 7 by the end of module 3. A Level 7 Referee will automatically become a Level 5 Referee (16 years of age or over) or Level 6 (14 or 15 years of age) upon successful completion of the Referee Course. A Level 6 Referee will automatically become a Level 5 Referee on reaching the age of 16.

Futsal

International Level - annual nomination by The Association to FIFA, selected from those eligible Futsal Referees as at the date of nomination determined by FIFA. Nominees must operate regularly on the Futsal National League competition.

Level 1 - Promotion from Level 2 to 1 shall be based on the following criteria:

- Successfully complete a fitness test as determined by The Association.
- Have a minimum of two years' experience as a Level 2 Futsal Referee.
- Observer reports by Futsal Observers on a minimum of five games during the season.
- Refereed a minimum of ten matches during the season.

Level 2 - Promotion from Level 3 to 2 shall be based on the following criteria:

- Successfully complete a fitness test as determined by The Association.
- Have a minimum of one year's experience as a Level 3 Futsal Referee.
- Observer reports by Futsal Observers on a minimum of four games during the season.
- Refereed a minimum of eight matches during the season.

Level 3 - Promotion from Level 4 to 3 shall be based on the following criteria:

- Have a minimum of one year's experience as a Level 4 Futsal Referee.
- Observer reports by Futsal Observers on a minimum of three games during the season.
- Refereed a minimum of six matches during the season.

Level 4 - Promotion from Level 5 to 4 shall be based on the following criteria:

- Have a minimum of one year's experience as a Level 5 Futsal Referee.
- Observer reports by Futsal Observers on a minimum of two games during the season.
- Refereed a minimum of four matches during the season.

Level 5 - Reclassification from Level 6 Youth Futsal Referee upon reaching the age of 16.

A Level 7 Futsal Trainee Referee will automatically become a Level 5 Referee (16 years of age or over) or Level 6 (14 or 15 years of age) upon successful completion of the Futsal Referee Training Course.

5. COMPETITIONS

- (a) Affiliated Associations must advise successful candidates of the result of the initial examination, in writing, as well as providing them with details of local competitions on which they are eligible to officiate.
- (b) Referees under the age of 16 are only eligible to officiate in competitions where the players' age band is at least one year younger than the age of the Referee. e.g. a 15 year old referee

may only referee in competitions where the age banding is 14 or younger. This also applies to those mentioned in regulation 1(a) regarding unregistered and or unqualified Referees.

- (c) Referees under the age of 16 must not participate either as a Referee or Assistant Referee in any open age competition. This also applies to those mentioned in regulation 1(a) regarding unregistered and/or unqualified Referees.
- (d) The Association will advise Affiliated Associations annually of those Competitions, and the recognised Leagues and divisions, which have been granted Supply League status.
- (e) A Competition acting alone may not suspend a Match Official from its List at any time during the playing season (such power resting solely with The Association, Affiliated Association or Service Association as appropriate under Regulation 7 below).
A Competition can only remove a Match Official from its List during the season with the written approval and permission of the Association or the Parent Association of the Match Official.
A Competition may remove a Match Official from its List as part of the Annual Review and must provide reasons for the removal to the Parent Association of the Match Official.
- (f) The practical performance on the field of play of Match Officials officiating at Supply Leagues and above shall be appraised and reviewed during and at the end of each marking season.

Competitions at Supply Leagues and above are responsible for informing Referees of their performance at regular intervals during the season.

Competitions shall provide annually to The Association or Affiliated Association as appropriate a List of the Match Officials they have appointed with the Marks and Observer reports obtained in accordance with the requirements of paragraph 12 of these Regulations.

All affiliated football clubs are to mark Referees on a scale of 1-100. An example of the marking Guide and form to be used in Supply Leagues is shown at Appendix A. Similarly an example of a marking guide and form for all other affiliated football is shown at Appendix B.

- (g) A Match Official may appeal to the relevant Affiliated or Service Association, or where appropriate The Association, against a decision of a Competition to remove or suspend the Match Official from its List.
- (h) A Competition shall not have the power to act in relation to the Registration of a Referee.
Any allegation of behaviour alleged to constitute a breach under Regulation 7 (a) (i) or (ii) below must be reported to The Association, Affiliated Association or Service Association in accordance with Regulation 7 (c) below.
- (i) Match Officials' Fees and Expenses are set or approved by Affiliated Associations. Match Officials officiating in competitions at Supply League and above may not receive any other financial reward or incentive based on their on field of play performances from any Affiliated Association or Competition, other than the set fees and expenses.
- (j) A Competition may add a new referee to its List for a period not exceeding 6 months, on a probationary basis. By the end of this period of time, the Competition must either confirm the referee as an addition to its List or inform the Parent Association of the Match Official that it will no longer offer them appointments.

6. TRAINING

- (a) The Association shall identify the training requirements of Referees at all levels and be responsible for accrediting courses of instruction to meet those requirements.
- (b) Referees will be required to attend accredited training at intervals determined by The Association. Only training delivered by accredited or approved Referee tutors will be valid.
- (c) Training may be delivered, at the appropriate levels, in conjunction with Affiliated Associations, Match Officials' associations or the Referees' Association by Referee tutors accredited or approved by The Association.

7. CONDUCT OF REFEREES

- (a) The Association, Affiliated Association or Service Association, as appropriate, shall have the power to act at any time in relation to the registration of a Referee who has:
- (i) less than proficiently applied the Laws of the Game; or
 - (ii) committed a technical irregularity; or
 - (iii) proved to have been concerned as an agent for a Club or a Player in the transfer or attempted transfer and/or engagement of a Player; or
 - (iv) wilfully mis-stated his/her age, or, date of birth; or
 - (v) as a player, violated the Laws of the Game to such a degree that a Regulatory Commission or a Disciplinary Committee subsequently imposes a penalty of suspension from playing; or
 - (vi) been found to have committed an act of Misconduct (as defined in and) pursuant to the Rules of The Association or an Affiliated Association or Service Association; or
 - (vii) a Football Banning Order imposed on him or her; or
 - (viii) has not acted in the best interests of the game.
- (b) Only The Association, Affiliated Association or Service Association may act in relation to the Registration of a Referee. Such action may only be taken by its Referees' Committee. Where an alleged breach of Regulation 7(a) is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with by a Referees' Committee or Commission thereof except where a charge is brought under FA Rule E. A Regulation 7(a) breach can only be subject to a charge under FA Rule E if brought by, or after consultation with, The Association. Where a charge is raised under FA Rule E, and in all other circumstances, the Referee will be dealt with by a Disciplinary or Regulatory Commission as any other Participant.
- (c) Any behaviour alleged to constitute a breach under 7(a) (i) or (ii) above must have been notified to, or otherwise come to the attention of The Association, Affiliated Association or Service Association within 14 days of the relevant incident(s) for such to be acted upon under 7(a).
- (d) A technical irregularity under 7 (a)(ii) above shall be any failure by a Referee to meet any requirement imposed on, or notified to, a Referee by The Association, Affiliated or Service Association as appropriate from time to time.
- A "technical irregularity" includes, but is not in any way limited to, any failure to comply with administrative requirements imposed on a Referee such as the requirements to file reports, answer correspondence, attend match venues or disciplinary or regulatory hearings at a particular time, etc or any breach of Regulation 10 or 13.
- (e) Where a Referee is alleged to have breached 7 (a) (i) – (viii) above, the Referees' Committee shall advise the Referee, in writing, of the relevant allegation(s) and supporting facts and state that the matter will be considered by the Committee or a duly appointed Commission thereof.
- The Referee shall respond within 14 days and may either:
- (i) deny the allegation(s), setting out a statement of his case; or
 - (ii) request a personal hearing, in which case a fee of £25 must accompany the request; or
 - (iii) admit the allegation(s). A Referee who admits the allegation(s) may set out any submissions which he wishes the Referees' Committee to consider when considering what, if any, action to take. The Referee may also request a personal hearing as above.

In considering any allegation at a personal hearing, a Referees' Committee or Commission thereof, may adopt such procedures as it considers appropriate and expedient for the

determination of the matter brought before it; and shall not be bound by any enactment of rule or law relating to the admissibility of evidence in proceedings before a court of law.

Guide to Procedures at Personal Hearings

The following may be used as a guide to the procedures to be followed at a personal hearing, unless the Referees' Committee or Commission consider it appropriate to amend them:

- (a) The allegation(s) will be read out to the Referee, who will be asked if the allegation(s) are admitted or denied.
- (b) Evidence in support of the allegation(s) to be called.
- (c) Evidence in response to the allegation(s) to be submitted by the Referee, who may, with the permission of the Referees' Committee or Commission, be accompanied by a representative. (Any such representative shall not be permitted to give evidence as a witness).
- (d) The Referees' Committee or Commission and the Referee (as appropriate) shall be entitled to ask questions of any witness giving evidence in support of the allegation(s). The Referees' Committee or Commission shall be entitled to ask questions of the Referee, who may give evidence in defence of the allegation(s). The Referees' Committee or Commission may draw such inferences as it considers appropriate from the failure of the Referee to give evidence or answer a question.
- (e) In the event of evidence submitted in answer to the allegation(s) disclosing a point which the Referees' Committee or Commission considers was not covered in the evidence of, or not put to, any witness in support of the allegation(s), the Referees' Committee or Commission may recall and ask questions of such witness. The Referee or relevant representative may also ask questions.
- (f) After the evidence has been completed to the satisfaction of the Referees' Committee or Commission, the Referee or representative shall be entitled to make submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Referees' Committee or Commission. At the conclusion of the submissions all persons shall withdraw whilst the Referees' Committee or Commission considers the evidence and submissions presented to it and determines whether the allegation(s) has been proved or not. After reaching a decision, the Referees' Committee or Commission shall recall the Referee and any representative, and announce whether the allegation(s) have proved or not proved. The decision shall be subsequently confirmed in writing. As an alternative the Referees' Committee or Commission may, where it considers it appropriate, not announce its decision at the meeting but inform the Referee that such a decision will be communicated in writing.
- (g) Where the Referees' Committee or Commission find the allegation(s) proved, it shall have the power to act in relation to the Registration of the Referee as it considers appropriate. This may include, but is not limited to, censure, a period of remedial training, suspension or removal of Registration.
- (h) A Referee may be dealt with in the normal course as a participant for any alleged Misconduct (i.e. by a Regulatory Commission or another Disciplinary Commission as appropriate), in addition to having issues relating to the Registration as a Referee considered by The Association, Affiliated Association or Service Association through its Referees' Committee in relation to the same behaviour. In such cases, a charge of Misconduct shall be considered before any matter relating to the issue of Registration is dealt with by the Referees' Committee under Regulation 7 (a) (vi).

Action in respect of the Registration of Match Officials appointed to Competitions of The Association and other Competitions including Contributory League Level

and above in the Order of Precedence (Section 9) will be considered by the appropriate committee of The Association.

- (i) In circumstances where it is considered appropriate, the Referees' Committee may order that the Registration of a Referee be suspended with immediate effect, pending determination of a charge of Misconduct or pending the determination of a charge under 7(a)(i) or (ii) above and in the latter case the reason for such suspension is to be notified to the Referee in writing and reported to the Commission hearing any resultant charge.

8. APPEALS AGAINST DECISIONS OF A REFEREES' COMMITTEE OR COMMISSION THEREOF

- (a) Where The Association or an Affiliated or Service Association, through its Referees' Committee, makes an order in relation to the registration or classification of a Referee there shall be a right of appeal by the Referee against the decision.

Where the order is made under Regulation 7, the appeal procedure is outlined below. In all other cases the appeal shall follow the procedure determined by the appropriate body i.e. The Association, Affiliated Association or appointing authority.

- (b)
 - (i) Notice of an appeal against a decision of a Referees' Committee or Commission thereof made under Regulation 7 must be lodged with The Association or appropriate Affiliated Association within 14 days of notification of the decision appealed against, accompanied by a fee as determined by The Association.
 - (ii) An Appeal shall be considered by an "Appeals Panel" comprising Members of the Council of The Association or appropriate Affiliated Association established specifically to deal with appeals from decisions under Regulation 7, none of whom shall have been party to the original decision. A decision of the Appeals Panel shall be final and binding.
 - (iii) The Notice of Appeal must:
 - (1) identify the specific decision(s) being appealed
 - (2) set out the grounds of appeal; and
 - (3) set out a statement of the facts upon which the appeal is based.
 - (iv) The grounds of appeal shall be that the body whose decision is appealed against:
 - (1) misinterpreted or failed to comply with any rules or regulations relevant to its decision; and/or
 - (2) came to a decision to which no reasonable such body could have arrived at; and/or
 - (3) made an order, which is excessive.
 - (v) The Appeals Panel may adopt such procedures as it considers appropriate and expedient for the just determination of an appeal brought before it, and shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.

The following is set out as a guide to the conduct of a hearing before the Appeals Panel:

- (1) The Appellant to address the Appeals Panel, summarising its case;
- (2) The Respondent to address the Appeals Panel, summarising its case;
- (3) The Appeals Panel may put questions to the parties at any stage;
- (4) The Respondent to make closing submissions;
- (5) The Appellant to make closing submissions;
- (6) The Appellant and the Respondent to withdraw whilst the Appeals Panel considers the submissions and determines the matter.
- (7) The Appellant and the Respondent to be recalled and the decision and any orders consequential to it announced to both parties. Alternatively,

where it considers it appropriate, the Appeals Panel may decide not to announce its decision, but make it known at a later date, in writing. In any event, the Appeals Panel shall publicise a written statement of its decision (see 8(b)(ix) below).

- (vi) The Appeals Panel shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.
- (vii) A decision of the Appeals Panel shall be final and binding and there shall be no right of further challenge.
- (viii) The Appeals Panel shall have power to:
 - (1) allow or dismiss the appeal; or
 - (2) remit the matter for re-hearing by the Referees' Committee; or
 - (3) exercise any power which the body against whose decision the appeal was made could have exercised; or
 - (4) make any further or other order considered appropriate, either generally, or for the purpose of giving effect to its decision. Any fee may be returned or forfeited, in whole or in part, at the discretion of the Appeals Panel, who shall also have the power to determine by whom the costs of the appeal shall be borne.
- (ix) As soon as practicable after the hearing, the Appeals Panel shall publish a written statement of its decision, which shall state:
 - (1) the names of the parties, the decision(s) appealed against and the grounds of appeal;
 - (2) whether or not the appeal is allowed; and
 - (3) the order(s) of the Appeals Panel.

The written statement shall be signed and dated by the chairman of the Appeals Panel and be the conclusive record of the decision.

9. APPOINTMENTS

- (a) Registered Referees shall not officiate in any Competition, which is not sanctioned, or match in which unaffiliated clubs compete.
- (b) The "Order of Precedence" of appointments, whether as a Referee or Assistant Referee shall be as follows:
 - (1) The FA Challenge Cup Competition;
 - (2) The Premier League;
 - (3) The Football League;
 - (4) The FA Challenge Trophy Competition;
 - (5) The FA Challenge Vase Competition;
 - (6) Affiliated Association Cup Competitions*
 - (7) The Panel Leagues;
 - (8) The FA Youth, FA County Youth Challenge Cup Competitions and FA Women's Cup 4th round and above.
 - (9) Contributory Leagues (recognised divisions only), National League Systems Cup and FA Sunday Cup
 - (10) FA Women's Super League and Cup
 - (11) Supply Leagues (marking divisions only)
 - (12) FA Women's Premier League and Cup
 - (13) Senior County Leagues
 - (14) Intermediate County League
 - (15) FA Women's Cup prior to 4th round
 - (16) Women's Combination League and Cup

- (17) Women's Regional League and Cup
- (18) County Junior Leagues
- (19) County Women's Leagues and Cup
- (20) All other competitions, including Youth Competitions

*Affiliated Association appointments only take precedence over Panel Leagues, The FA Youth and FA County Youth Challenge Cup Competitions, Contributory League and Supply League appointments. If the appointment is in the Affiliated Association's nominated Senior Cup Competition or in the Semi-final and/or Final of any other Affiliated Association Competition whether the appointment is as a Referee or an Assistant Referee.

**Fourth Officials where appointed do not form part of the Order of Precedence and usually do not take precedence over an active appointment.

- (c) Referees must attend personal hearings when required to do so. At Contributory Level or above Match Officials' appointments already received, take precedence over requests to attend personal hearings. On receipt of notification of a personal hearing Referees must close the date with all appropriate competitions.
- (d) Where release from an appointment is required to enable a Referee to take a more senior appointment at least four days' notice must be given to the relevant Affiliated Association or competition by the association or competition requesting the release. Where fewer than four days' notice is given, The Association or Competition must obtain permission from the Affiliated Association or Competition for the Referee to be released.
- (e) Once The Association or an Affiliated Association has appointed a Match Official if, subsequently, the match is postponed, abandoned or results in a draw and the rearranged fixture is then scheduled to take place less than four complete days from the date of the original match, The Association or Affiliated Association appointment will take priority over any other appointment already accepted by the Referee from a competition lower in the order of precedence, unless The Association or Affiliated Association waive their right to the services of the match official so appointed.
- (f) "Fourth Officials" are appointed to certain rounds of FA Competitions, Premier League and Football League matches and associated Competitions, and the Panel Competitions. The duties and responsibilities of the Fourth Official are detailed in the Laws of the Game and in the Competition Rules. Such appointments form part of the Order of Precedence within the Competitions listed above.
- (g) Reserve Assistant Referees may only be appointed in FA, Premier League and Football League Competitions, with the approval of The Association. They have no duties other than to replace an official who is unable to officiate.

10. CONFLICTS OF INTEREST

A Referee shall at all times act impartially. Where a Referee believes that there is a material interest conflicting with the duties and obligations of a Match Official and any appointment, then the Referee shall decline to act or officiate and declare it to the appointing authority (whose decision in relation to any dispute or difference in such matters shall be final and binding).

11. REFEREES' UNIFORMS

- (a)
 - (i) All Match Officials in Competitions under the jurisdiction of The Association and Affiliated Associations must wear uniforms comprising a plain shirt which shall be almost entirely black with a white or black collar and black shorts. Socks will be black; the sock top will be black, white or the colour of the shirt or its collar.
 - ii) Referees' uniforms must not carry any form of advertising.
- (b) Headgear may be worn in extreme weather conditions. It must be plain black and not restrict the vision of the Match Official.

- (c) The following Competitions may be exempt from (a) above, on application to The Association subject to the conditions below:

- The Premier League
- The Football League
- Competitions of Panel and Contributory League Status

Application must be submitted annually prior to 1 May for the following season. Approval will be considered only for shirts that are almost entirely of a single colour and where the competition confirms to The Association that all Match Officials will be provided with shirts, shorts and socks free of charge.

- (d) Match Officials officiating in FA Competition matches are required to wear the FIFA or Football Association badge (where awarded) or the badge of their Affiliated Association. No other competition badge should be worn.
- (e) Advertising and branding on Match Officials' uniforms (where permitted in accordance with sub-paragraph 11(c) above) must be in accordance with The Association's Regulations relating to advertising on the clothing of Players, Club Officials and Match Officials.

12. RETURNS

- (a) Annually, in accordance with the instructions of The Association issued from time to time, competitions shall provide to The Association or appropriate Affiliated Association lists of Match Officials used. Such lists shall include the marks awarded by clubs, and Observer reports where appropriate, during the specified period, together with any other information required.
- (b) Not later than the date decided by The Association, Affiliated Associations shall nominate suitable Referees for consideration by The Association for selection to the Contributory League Assistant Referees List.
- (c) Competitions that are required to administer fitness tests must submit the results to The Association and the Referee's Parent Affiliated Association.

13. CODES OF CONDUCT

Match Officials shall be bound by Codes of Conduct such as are instructed by The Association from time to time (Appendix C).

14. REPORTING MISCONDUCT

- (a) Referees must submit full details on all matters of misconduct, sendings off and cautions **only** to the appropriate Association or Affiliated Association responsible for administering misconduct and not to any other organisation or Competition.
- (b) Referees may include on the normal Competition match report forms the names and club details of those personnel reported for misconduct but must not include any details of the incident and for all on-field offences they can only report the name of the player/players cautioned/sent off, the club, the time of offence and the relevant FA offence code.
- (c) Should any match official be approached to supply any details, they should immediately report the matter to the Association or Affiliated Association.

GUIDE TO MARKING

The mark awarded by a club must be based on the Referee's overall performance. It is most important that the mark is awarded fairly and not based upon isolated incidents or previous games. The Referee's performance should be determined by the table below which should act as a guide for the overall mark which should fall within the mark range for each standard of performance.

Mark Range	Comment
100-86	The Referee demonstrated very accurate decision-making and controlled the game very well using management and communication skills effectively to add value to the game.
85-76	The Referee demonstrated accurate decision-making and controlled the game well using management and communication skills to contribute positively to the game.
75-61	The Referee demonstrated reasonably accurate decision-making and despite some shortcomings generally controlled the game well.
60 and below	The Referee demonstrated shortcomings in the accuracy of decision-making and control which affected the game.

Notes

- Club officials should use the full range of marks within each category to help distinguish between different performance levels, e.g. within the 85-76 category a mark of 84 indicates a better performance than a mark of 77.
- While some Referees may have below average performances, there will usually have been some positive aspects of their performance, so extremely low marks should be very rare.
- When club officials are marking a Referee, they should always look at the game as a whole and not isolated decisions. The result of the match should not influence the mark and disciplinary action should be judged objectively.
- When a mark of 60 or lower is awarded, an explanation must be provided to the Competition using the box provided on the marking form. The purpose of this is to assist Referees to improve their performance levels, so the comments should be as helpful as possible.

HOW TO DECIDE ON THE REFEREE'S MARK

The following questions focus on the key areas of a Referee's performance. They are intended as an "aide memoire", are not necessarily comprehensive and need not be answered individually. It is, however, worth considering them before committing yourself to a mark for the Referee.

CONTROL AND DECISION MAKING

- How well did the Referee control the game?
- Were the players' actions recognized correctly?
- Were the Laws applied correctly?
- Were all incidents dealt with efficiently/effectively?
- Were all the appropriate sanctions applied correctly?
- Was the Referee always within reasonable distance of incidents?
- Was the Referee well positioned to make critical decisions, especially in and around the penalty area?
- Did the Referee understand the players' positional intentions and keep out of the way accordingly?
- Did the Referee demonstrate alertness and concentration throughout the game?
- Did the Referee apply the use of the advantage to suit the mood and temperature of the game?
- Was the Referee aware of the players' attitude to advantage?
- Did the Referee use the assistants effectively?
- Did the officials work as a team, and did the Referee lead and manage them to the benefit of the game?

COMMUNICATION AND PLAYER MANAGEMENT

- How well did the Referee communicate with the players during the game?
- Did the Referee's Level of involvement/profile suit this particular game?
- Did the Referee understand the players' problems on the day – e.g. difficult ground/weather conditions?
- Did the Referee respond to the changing pattern of play/mood of players?
- Did the Referee demonstrate empathy for the game, allowing it to develop in accordance with the tempo of the game?
- Was the Referee pro-active in controlling of the game?
- Was the Referee's authority asserted firmly without being officious?
- Was the Referee confident and quick thinking?
- Did the Referee appear unflustered and unhurried when making critical decisions?
- Did the Referee permit undue questioning of decisions?
- Did the Referee deal effectively with players crowding around after decisions/incidents?
- Was effective player management in evidence?
- Was the Referee's body language confident and open at all times?
- Did the pace of the game, the crowd or player pressure affect the Referee negatively?

FINAL THOUGHTS

- Always try to be objective when marking. You may not obtain the most objective view by marking immediately after the game.
- Judge the performance over **the whole game**. Don't be too influenced by one particular incident.
- Don't mark the Referee down unfairly because your team was unlucky and lost the game or some disciplinary action was taken against your players.

APPENDIX A

CLUB REPORT ON MATCH REFEREE

(Supply League)

Form to be completed after every match

Date: Competition:

Home Club V
 Away Club

Referee:

Referee's Performance:

Please tick appropriate box

- a) Overall control
 Disappointing Reasonable Good Excellent
- b) Overall decision making
 Disappointing Reasonable Good Excellent
- c) Communication and Player Management
 Disappointing Reasonable Good Excellent

Mark out of 100

Section 3: **Additional Comments** (Continue Overleaf if necessary)

If any area is marked "disappointing", or the mark awarded is 60 or less, detailed, constructive comments which could help improve the Referee's future performances are required.

Name (please print):

Position held in Club: Signature:

Please return to
 within 48 hours of the match.

APPENDIX B

CLUB MARKING OF REFEREES

Both teams are required to award the Referee a mark in all matches on a scale 1-100 based on the following guide:

Date: Competition:

Home Club

Away Club

..... V

Referee:

Overall control and decision making:

The mark must reflect the Referee's overall Level of control, accuracy of decision making and management of and communication with players. When deciding on a mark consideration should be given to such aspects of the Referee's performance as: impartiality, confidence, fitness, positioning, signalling, use of advantage, handling of major incidents.

A mark between 91-100 would be regarded as 'excellent'

A mark between 71 and 80 would represent the standard expected

Our club awards an overall mark of out of 100

When awarding a mark of 60 or less, an explanation must be provided in the box below to the League/Competition with comments which could help the Referee improve future performances.

(Signed):

(Secretary):

Club:

APPENDIX C

MATCH OFFICIALS CODE OF CONDUCT

MEMORANDUM OF AFFILIATED ASSOCIATION RESPONSIBILITIES FOR REGISTERED REFEREES

Affiliated Associations must provide, as a minimum, the following for Referees administered by them:

Allocation to Leagues

The Association is responsible for the allocation of Referees promoted to, or serving on, the National Contributory Leagues List of Assistant Referees to a suitable Supply League on which to referee. The allocation of Referees to officiate as Assistant Referees in the recognised division of one Supply League only, in which teams from the Affiliated Association operate, is the responsibility of the Affiliated Association to ensure that local football is not deprived of Referees.

Referees successfully completing the Referee Course are to be advised in writing, in accordance with the Regulations for the Registration and Control of Referees, of the leagues on which they may operate.

Appointments

Affiliated Associations make appointments to their individual Competitions. In addition, they are invited to make nominations in respect of FA Competitions at the request of The Football Association Refereeing Department.

Benevolent Scheme

Affiliated Associations are encouraged to make available access to any Benevolent Scheme it runs to Referees. They may also access, on behalf of a Referee, The Football Association Benevolent Fund.

County Football Association Badge

The Regulations for the Registration and Control of Referees require Referees to wear the badge of the County FA who administers his registration on FA Competitions, where such a badge is available. This provides County identity for Match Officials when operating both within and outside their Affiliated Association boundary. Affiliated Associations should make the County FA badge available to Referees.

County Football Association Handbook

Affiliated Associations should provide, as a minimum, the County Cup Competition Rules, details of Club Secretaries and details of grounds/match venues.

General Advice

General advice and guidance on all football related matters should be communicated by the Affiliated Association to those Referees it administers.

In-Service Training

Referees at Level 4 and below are provided with in-service training by Affiliated Associations. In-service training for Referees in the promotion scheme is mandatory in accordance with the Regulations for the Registration and Control of Referees and may be co-ordinated in conjunction with National Referee Managers. Other in-service training (i.e. Supply League Referees, Pre-Cup Final training, assessor training, etc) should be provided for Referees as appropriate. Funding may be accessed to meet some of the training and development needs.

Laws of the Game

All referees must be provided with a current edition of the Laws of the Game by their Parent Association and any Law amendment bulletin published by The Association.

Legal Advice

Affiliated Associations may assist in the provision of legal advice where appropriate to Referees. This could involve seeking advice from The Association on behalf of the Referee in certain circumstances.

Liaison with the National Referee Managers

Affiliated Associations should make every use of the services of the National Referee Managers in the support of its responsibilities for registered Referees as outlined in this Memorandum.

Licensed Referee Tutor Courses

Affiliated Associations should identify those candidates it considers suitable to attend Licensed Referee Tutor Courses in accordance with the criteria notified by The Association from time to time. The Association makes financial provision for these courses.

Mentor Scheme

Affiliated Associations are required to provide Mentor support for Referees undertaking the Referee Course (previously the Basic Referee Course). It is recognised that mentoring is an aid to retention and Affiliated Associations are encouraged to extend the service to other Referees wherever possible.

Monitoring of Financial Provision

Affiliated Associations are required to develop and produce a County Development Plan linked to the National Game Strategy which details key initiatives and targets to support recruitment, retention and development of Referees as well as offering details on the financial support provided by The Association. Returns are to be submitted to The Association upon request.

Nominations to the Contributory League List

Affiliated Associations are required to nominate eligible and suitable Referees to join the Contributory League Assistant Referees List from their Senior County Referees on request from The Football Association Refereeing Department. Those Referees who are nominated for consideration to the Contributory League Assistant Referees List must have successfully completed the required fitness test as determined by The Football Association Referees' Committee from time to time.

Personal Accident Insurance

Affiliated Associations are encouraged to investigate the need for Personal Accident Insurance for Referees.

PGMOL

The Professional Game Match Officials Ltd is responsible for officials operating in the Premier League, Football League and Panel Leagues.

Promotion and Assessment Scheme

Affiliated Associations are responsible for the promotion of Referees up to Level 5 - Senior County Referee, in accordance with the Regulations for the Registration and Control of Referees, by ensuring that Referees are active at the appropriate Level and are regularly assessed. The promotion assessment scheme is part funded by The Association. Senior County Referees and below, outside the promotion scheme, who are administered by their Parent Association should be regularly assessed for development purposes.

Public Liability Insurance

A minimum of £5 million, as recommended by The Association, cover for public liability insurance.

Recruitment and Training of New Referees

The recruitment and training of new Referees is an important area which Affiliated Associations have responsibility towards the development of the future of the game. The Association supports this with provision of financial and material support.

Referee Discipline

The Regulations for the Registration and Control of Referees devolve the responsibility for Referee discipline, of those Referees not operating on the National List of Contributory League Officials or

above, to the Referee's Parent Association. Where an alleged offence is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with by a Referees' Committee or Commission thereof, except where the charge relates to FA Rule E. In this and all other circumstances the Referee will be dealt with as any other Participant. Referees should be made aware of the process by which any acts of misconduct, or indiscipline in relation to their registration, will be dealt with by the Affiliated Association.

Registration

Registrations for Referees must be in accordance with the Regulations for the Registration and Control of Referees as amended by The Association from time to time. Affiliated Associations will collect the National Registration fee and, where appropriate, any Associate Referee fee levied by them for Referees administered by another Affiliated Association. Except where determined otherwise, Affiliated Associations will be responsible for the provision of CRC and any other checks on Referees as decided by The Association.

Safeguarding Children Training

In accordance with the Rules of The Association, every participant in a position of trust e.g. coach, referee, medic, welfare officer etc... is required to undergo Safeguarding Children Training. The Football Association Referees Department and Equality and Child Protection Unit will provide appropriate guidance.

Schools of Excellence and Referee Academies

Affiliated Associations are strongly encouraged to include a School of Excellence (or Referee Academy) for referees.

Transfers

Affiliated Associations are responsible for ensuring that Referees who move to another administrative area are notified to the receiving Association. On receipt of that notification, the receiving Affiliated Association should ensure that the Referee is made aware of the refereeing activities in the County.

REGULATIONS FOR THE CONTROL OF YOUTH FOOTBALL

(Players under the age of 18 on 31st August in the current season)

1. A County Association may form a County Youth Football Association, or carry out the duties by a Committee of its own Association.
2. The constitution of the Youth Association, or Committee, must be submitted to The Football Association.

MEMORANDUM: CHILDREN OF SCHOOL AGE AND SCHOOL GAMES

One of the important aspects of games in school is the opportunity they afford of developing a pupil's sense of loyalty and honour. It is therefore of concern when interest in games outside the school conflict with a pupil's loyalty to the school and/or school organisations' activities.

1. It is usually the pupil of outstanding Football ability whose services are sought by any Club, and the Player is most likely to be a member of the school or association team. While schools' matches are often arranged on Saturday mornings and Club matches take place in the afternoon, it is considered that a player should not play in two matches on the same day, for the one match is likely to affect play in the other.
2. An outside Club or organisation should consult the head-teacher before selecting any child of school age to play for a team, and should accept the head-teacher's decision on these matters. Head-teachers of schools should not restrain pupils, who are not selected for school games of any kind, from playing for an outside organisation during their free time.

REGULATIONS FOR THE OPERATION OF THE NATIONAL LEAGUE SYSTEM

1. DEFINITIONS

In the interpretation of these Regulations: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined as follows:-

“**AC**” means the Alliance Committee appointed by FA Council.

“**Association**” means The Football Association Limited.

“**Club**” means a football club for the time being in a League in membership of the NLS.

“**Competition**” in these Regulations means a League in the National League System.

“**Conditional Licence**” means a Licence with conditions attached to be met by a Club within a period determined by the Competition in which the Club holding the Licence is allocated by the Leagues Committee. Such period is not to exceed 1 March in the Membership Year to which the Licence relates. Save in exceptional circumstances a Conditional Licence cannot be granted to a Club for successive Membership Years in respect of the same Criterion.

“**League**” means any competition sanctioned by the Association and/or an Affiliated Association in membership of the NLS.

“**LC**” means the Leagues Committee appointed by FA Council.

“**Licence**” means an annual licence required to be held by a Club to be a member of a Competition that may be either an Unconditional Licence or Conditional Licence.

“**NLS**” means the National League System of competitions controlled by the Association where promotion and relegation links exist between participating Leagues.

“**Playing Season**” means the period between the date on which the first competitive fixture in the League is played each year until the date on which the last competitive fixture in the League is played. For Clubs participating in Play Off Matches this does include the period when Play Off Matches are played.

“**Play Off Match(es)**” means matches played between Clubs in a Play Off Position on a format to be determined by each League provided that the format is the same across each Step.

“**Play Off Position**” means the position of a Club at the end of each Playing Season which is provided for in Standardised Rule 13 as qualifying the Club to take part in a Play Off Match to qualify for promotion to the next Step for the next Playing Season.

“**Regulations**” means these regulations.

“**Rules**” means the FA Standardised Rules or FA Standard Code of Rules under which a League is administered.

“**Step**” means the level at which a Club participates in the National League System.

“**Unconditional Licence**” means a Licence without any conditions attached.

2. The National League System (“NLS”) shall be operated in accordance with the Regulations. A Club shall be required to hold a Licence to be a member of a Competition at Steps 1 to 4 of the NLS.

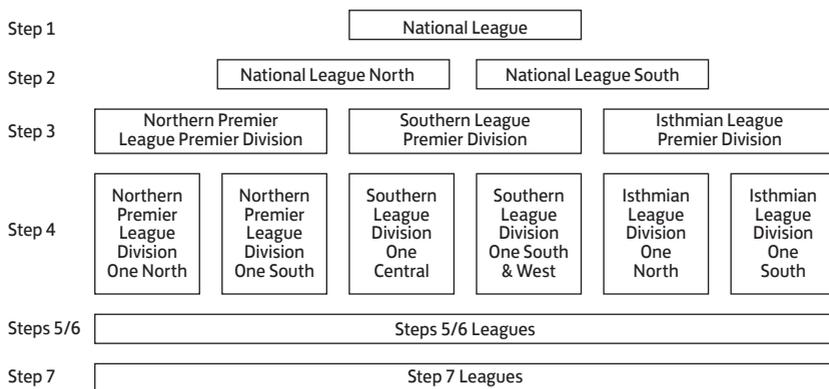
The aims and objectives of the NLS are to provide:

- 2.1 Clubs with a level of competitive football appropriate to their playing ability, stadium/ground facilities and geographical location.
- 2.2 A framework for discussion on matters of policy and common interest to Leagues and Clubs.
- 2.3 The seasonal movement of Clubs.

All Leagues are bound by the Regulations. A Club is bound by the Regulations from the date it has qualified for placement into the NLS until such time as it leaves the NLS for whatever reason.

3. Position of a League in the National League System

3.1 The current structure of the NLS is set out below:



The Leagues currently at Steps 5, 6 and 7 are set out at the end of the Regulations.

- 3.2 Any league wishing to become part of the NLS must apply to The Association by 31st December in the relevant year in such form and/or providing such information as shall be required by the LC from time to time. The decision as to whether or not a league should be admitted to the NLS shall be made by the LC which will then decide on the Step at which the League will play.
- 3.3 Any League wishing to propose an adjustment to its position within the NLS must apply in writing to the LC by 31st December in any year for such proposal to be determined by the LC in order, if approved, to have effect in the following Playing Season.

4. Rules and Regulations for Promotion and Relegation

The LC shall provide for the seasonal promotion, relegation or lateral movement of Clubs. A League must be committed to promoting and relegating Clubs at the conclusion of each Playing Season.

5. Detailed Promotion and Relegation Issues

- 5.1 The criteria for entry to the NLS and the criteria for ground/stadium facilities and the criteria for participation in Play Off Matches shall be determined by the LC. All criteria so determined shall be published by The Association from time to time.
- 5.2 At the conclusion of each Playing Season, the following procedures will apply to promotion/relegation subject to the application of the Rules:

Step 1 and Step 2

The following does not apply to promotion from Step 1.

The Clubs finishing in the bottom four places at Step 1 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 2 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 2 together with a further two Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for participation at the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in the next eligible position shall take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. The Play Off Matches shall be played so that in each Step 2 division the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The aggregate winners will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for Play Off Matches.

Step 2 and Step 3

The Clubs in the bottom three places in each of the two divisions at Step 2 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 3 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 3 together with a further three Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for participation at the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in the next eligible position shall take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. The Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. At Step 2 the aggregate winners will play each other and the winner of that match will be promoted and at Step 3 the winners of each first match will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 2.

Step 3 and Step 4

The Clubs in the bottom four places in each of the three divisions at Step 3 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 4 for the following Playing Season. They will be replaced by the Club finishing in 1st position in each of the divisions at Step 4 together with a further six Clubs to be determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for participation at the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in the next eligible position shall take part in

the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. The Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The winners of each match will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 3.

Step 4 and Step 5

At the end of the Playing Season the Clubs in the bottom two places in each of the four divisions at Step 4 administered by the Northern Premier and Southern Leagues, together with the Clubs in the bottom three places in each of the two divisions administered by the Isthmian League will be relegated and placed in the most geographically appropriate League at Step 5. Irrespective of any provision contained within the Rules the Clubs finishing in bottom position in each of the six Step 4 divisions will be relegated and will not be reprieved. These Clubs will be replaced by the fourteen most suitable Clubs from the Leagues at Step 5 as determined by the LC. The suitability shall be determined as the Club finishing in 1st position in each Step 5 League which meets the entry criteria and wishes to be considered for promotion. In the event of the 1st placed Club not being eligible, the Clubs finishing in 2nd or 3rd position shall be subject to the same criteria. In usual circumstances, no more than one Club will be promoted from any one League. The Clubs to be promoted from Step 5 will be allocated to the most geographically appropriate division at Step 4.

If vacancies remain, consideration will be given to reprieving those Clubs other than bottom placed clubs relegated from Step 4 who will be ranked according to the average number of points gained per games played and the Club with the highest average shall be reprieved first. In the event of Clubs having an identical record the Club to be reprieved shall be determined by the LC.

Any Club seeking promotion from Step 5 to Step 4 must make application to the Association on the prescribed form, copied to their existing League, by 30th November in the relevant year. The application must be accompanied by the appropriate application fee, as determined by the LC, which is non refundable. Applicant Clubs must achieve a minimum E Grade by 31st March in the Playing Season when promotion is sought.

A Club seeking to be promoted to Step 4 shall also be required to apply for a Licence as set out in Appendix 1 to the Sanction and Control of Competitions Regulations.

Step 5 to Step 6 and Step 6 to Step 7

The promotion and relegation of Clubs between Steps 5, 6 and 7 shall be dealt with as follows.

Movement of Clubs between Steps 5, 6 and 7, where a League operates at each Step, shall be included in their constitutional rules and regulations. Irrespective of any provision contained within the Rules, the Clubs finishing in bottom position in each of the fourteen Step 5 divisions will be relegated to Step 6 and will not be reprieved, as determined by the LC.

Clubs seeking promotion to Step 5 from a League at Step 6 which is not linked to Step 5, must make application using the prescribed form direct to the Association, copied to their existing League, by 31st December in the relevant year. Each application must be accompanied by the agreed application fee, as determined by the LC, which is non refundable.

Clubs seeking promotion to Step 6 from a League at Step 7 which is not linked to Step 6, must make application using the prescribed form direct to the Association, copied to their existing League, by 31st December in the relevant year. In order to be considered for promotion Clubs must finish in 1st position in their Step 7 league. If the Club finishing in 1st position does not wish to be promoted or fails to meet the entry criteria then the club finishing in 2nd position will be eligible for promotion. If the club in 2nd position does not seek promotion or fails to meet the entry criteria then clubs down to 5th position may be considered for promotion provided that they meet the appropriate entry criteria. Clubs finishing below 5th position will not be considered for promotion and only one club will be considered from each League. Each application must be accompanied by the agreed application fee, as determined by the LC, which is non refundable.

5.3 Where a vacancy occurs within the NLS the following procedures will apply:-

5.3.1 (a) Where a Club notifies its decision to resign from its League at the end of the Playing Season, then a vacancy is created on the date the notification of that decision is formally recorded by that League. Such resignation can only be withdrawn by the end of that Playing Season with the consent of the Board of that League.

In all cases, that Club is treated as a relegated Club. The final table of that division is not affected.

In cases where the vacancy is created prior to the end of the Playing Season, the vacancy will be filled by the best ranked Club in that same division.

In cases where the vacancy is created after the end of the Playing Season but before the League's AGM, the vacancy will be filled in accordance with Regulation 5.3.2 below.

(b) Where, during the course of the Playing Season, a Club notifies its decision to resign from its League with immediate effect or where a Club is removed from the League for any other reason, then the playing record of that Club will be expunged and a vacancy is created on the date the resignation or removal is formally recorded by that League.

In all such cases that Club is treated as a relegated Club and the vacancy will be filled by the best ranked Club in that same division.

5.3.2 Where a vacancy occurs at Step 1 following the completion of a Playing Season the best ranked Club in a relegation position in that division is reprieved.

Where a vacancy occurs at Steps 2 and 3 following the completion of a Playing Season the best ranked Club in a relegation position across the particular Step is reprieved. The ranking to be determined by the average points gained per game played and comparable league position. The Club with the highest average shall be reprieved first. In the event of Clubs having an identical record the Club to be reprieved shall be determined by the LC.

Where a vacancy arises and Clubs at Step 4 are to be reprieved and all Step 4 Leagues have a full complement of clubs at the end of the Playing Season, the four Clubs finishing second to bottom in the Northern Premier and Southern Leagues and the two Clubs finishing third from bottom in the Isthmian League would be

ranked by the average points per game played. In the event of all of the above six Clubs being reprieved where there are further vacancies available the next two places would be allocated to the Clubs finishing second to bottom in the Isthmian League ranked on the average points per game played.

Where a vacancy arises and clubs at Step 4 are to be reprieved but for whatever reason a Step 4 division does not have its full complement of clubs at the end of the Playing Season then clubs to be reprieved will be determined by the Leagues Committee in its sole discretion.

- 5.3.3 Where a vacancy occurs after the date of a League AGM then a League is not able to replace the Club(s) concerned for the following Playing Season.
- 5.3.4 In the event that for any reason whatsoever there are more vacancies in a division before the end of a Playing Season than relegation places in that division, the question of relegation and reprieves shall be dealt with at the sole discretion of the LC.
- 5.4 Only internal changes to the constitution of a League are allowed following the holding of a League's Annual General Meeting.
- 5.5 Clubs are not allowed to enter into a ground share agreement in order to gain promotion or to retain membership at a particular Step where the Club has failed to attain or maintain the relevant Grade.
- 5.6 Ground grading requirements will be in accordance with the Rules.
- In order to be considered for promotion, the following requirements will apply.
- Step 1 - Clubs must comply fully with the requirements of Grade A.
- Step 2 - Clubs competing at Step 2 must comply fully with the requirements of Grade B. To be considered for promotion to Step 1 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade B together with any additional requirements by 31st March in the year in which they seek promotion. Clubs must also attain Grade A by 31st March in the year following promotion.
- Step 3 - Clubs competing at Step 3 must comply fully with the requirements of Grade C. To be considered for promotion to Step 2 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade C and attain Grade B by 31st March in the year following promotion.
- Step 4 - Clubs competing at Step 4 must comply fully with the requirements of Grade D. To be considered for promotion to Step 3 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade D and attain Grade C by 31st March in the year following promotion.
- Step 5 - Clubs competing at Step 5 must comply fully with the requirements of Grade F. To be considered for promotion to Step 4, Clubs must meet the requirements of Grade E by 31st March in the year in which they seek promotion, and attain Grade D by 31st March in the year following promotion.
- Step 6 - Clubs competing at Step 6 must comply fully with the requirements of Grade G. To be considered for promotion to Step 5, Clubs must meet the requirements of Grade G and attain Grade F by 31st March in the year following promotion.
- Step 7 - Clubs competing at Step 7 must comply fully with the minimum requirements in force. To be considered for promotion to Step 6, Clubs must meet the requirements of Grade H and attain Grade G by 31st March in the year following promotion. Clubs can be promoted from Step 7 to 6 without floodlights provided that all other requirements of Grade H are met by 31st March in the Playing Season in which the Club wishes to gain promotion and that the Club has the following in place:-

- Planning permission for floodlights
- Funding applications submitted if required
- Quotations/estimates for the work to be carried out
- A development/business plan
- That by 30th September following promotion the floodlights are installed and in working order.

Failure to install floodlights in working order by 30th September following promotion will result in a sanction being imposed at the discretion of the League of which the Club is a member. If by 31st March in the year following promotion the floodlights are still not installed then the Club will be a relegated Club and be dealt with accordingly.

- 5.7 If a Club is relegated for not achieving the required Grade for the Step at which it is playing it will not be eligible for promotion again until it has attained the required Grade for the Step to which it wishes to be promoted. The Club must have that Grade at 31st March in the year in which it seeks promotion.

6. The Movement of Clubs within the National League System other than by Promotion or Relegation

- 6.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation or otherwise as set out in League Rules save with the approval of the LC.

It may be necessary from time to time to move Clubs laterally at the same Step. Each year the LC will consider whether any lateral movements may be necessary at each Step; if so the Clubs likely to be affected shall be notified and given the opportunity to present a case if that Club does not wish to be moved laterally. The final decision shall rest with a sub-committee of the LC. This sub-committee may include members of Step 5 or Step 6 Leagues if appropriate. Any appeal shall be to the LC using members who have not been involved in the original decision. The decision of that appeal shall be final and binding subject only to Arbitration under FA Rule K.

In coming to its decision the LC will have regard to any representations made by any party, the distance to be travelled by any Club to be moved compared to the distance travelled in the Playing Season prior to movement; the financial impact on the Club to be moved, the frequency with which the Club has been moved in the past; the number of Clubs both in the division to which the Club is to be moved and in the division from which the Club is moved, and any other matter that it considers to be relevant.

- 6.2 Any Club proposing to move from one League to another must make application in writing to The Association on or before 31st March in each year to be effective for the following Playing Season. In the event of such application being successful the League from which the Club is moving shall not levy a financial penalty on that Club.

- 6.3 (i) If a Club (whether a Members' Club or a Company) is wound up, liquidated, or is removed from its League or withdraws from football competition ('the Former Club'), and a new Club ('the New Club') is established which wishes to be placed within the NLS, it will be allowed to make an application only to join a League/division at Step 5 of the NLS unless the Former Club was in either Step 4 or Step 5 when the event which caused it to cease its membership occurred in which case it must re-join the NLS at a minimum of two Steps below the level at which it was at the time the event occurred, or withdrew from football competition, whichever is lower. Where the Former Club was a member of The FA Premier League or Football League then the LC shall at its absolute discretion determine in which League the New Club shall be placed for the following Playing Season and will set out at its complete discretion the requirements to be met by the New Club.

In order for consideration to be given to the placement in the NLS of the New Club in the following Playing Season, an initial application must be received by the LC by 1st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March.

The full application accompanied by all necessary documents including evidence of security of tenure having been granted to the New Club and affiliation to a County Football Association must be received by 31st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March. The application shall be copied to the League of which membership is being requested. The application will be determined by the LC.

In considering any application, the LC will set out at its sole discretion the requirements to be met by the New Club.

In the event of more than one application being received within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, the LC will consider at its discretion which application will be considered in accordance with this Regulation.

- (ii) If a Club is removed from its League and wishes to remain in the NLS it shall apply to the LC within five working days of it receiving written notification of its removal from its League. The LC will consider such application and will place the Club in what it considers at its sole discretion to be the most appropriate League/division for the following Playing Season.

- 6.4 If a Club (whether a Members' Club or a Company) ceases to be a member of its league and that Club (that is not a New Club as defined at 6.3 above) wishes to be placed within the NLS for the immediately following Playing Season, then unless otherwise determined by the LC, it may be allowed to make an application to join a League/division below the most recent League/division of which the Club was a member.

In order for consideration to be given to the placement in the NLS by the Club in the immediately following Playing Season, an initial application must be received by the LC in accordance with the procedures set out at 6.3 above. The application shall be copied to the League of which membership is being requested. The application will be determined by the LC at its absolute discretion.

In considering any application, the LC will set out at its sole discretion the requirements to be met by the Club in determining whether to approve the application.

- 6.5 If two or more Clubs ("the Merging Clubs") are proposing a transaction or series of transactions that result in the merging or consolidation ("the Proposed Merger") of those Clubs into one Club ("the Merged Club") then a formal application to do so must be received by the LC and the league(s) of which the Merging Clubs are members by 31st December to be valid for the following Playing Season.

A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The LC shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following Playing Season subject to the provisions of item 6.5.5 below.

In arriving at its decision the LC may apply the following minimum criteria:

- 6.5.1 The requirements of Standardised Rule 2.9 for the current Playing Season must be met by each of the Merging Clubs. If one or more of the Merging Clubs is subject to an insolvency event then Standardised Rule 2.9.2 shall be applied to such club(s), otherwise Standardised Rule 2.9.1 shall be applied;

- 6.5.2 The proposed playing name of the Merged Club must be acceptable to the LC; and
- 6.5.3 The Merged Club must have security of tenure to a ground that meets the relevant ground grading requirements;
- 6.5.4 Any other criteria that the LC may from time to time deem to be appropriate;
- 6.5.5 The Merged Club will ordinarily be placed at the lower of the Steps at which the Merging Clubs ended the Playing Season in which the application is made. For the purposes of this Regulation, if one of the Merging Clubs has finished that Playing Season in a relegation place, then they will be deemed to have ended the Playing Season at the Step to which they would have been relegated without the Proposed Merger proceeding.

Any decision regarding whether a proposed transaction or series of transactions falls to be considered under this Regulation shall be determined by the LC at its absolute discretion.

7. Placement of a Club into a League

- 7.1 Usually a club can only enter the NLS at Step 7. However a League may seek approval from the LC to receive a club not currently in membership of a League within the NLS provided that there is: (a) exceptional circumstances, (b) a vacancy within its constitution, (c) the club meets the entry criteria and (d) promotion and relegation issues have been satisfied. Such request must be received from the League by no later than 1st February. Any decision shall only be capable of Appeal to The FA by the affected League.
- 7.2 Reserve teams, including a team from a club or Club which is not considered by the LC to be sufficiently separate from another club or Club, will not be permitted to compete above Step 6 in the NLS. There must be a minimum of two Steps between a first and reserve team. This does not apply at Steps 6 & 7. No two teams from the same Club can play at the same Step. Reserve teams currently at Step 5 can remain unless relegated, once relegated they will not be permitted to be promoted back to Step 5.
- 7.3 Teams from Higher Education or Further Education establishments are not permitted to compete above Step 5. This does not prevent any such establishment forming a Club which complies with all entry criteria and which is separate from the establishment itself.
- 7.4 Where a Club moves from one League to another, for whatever reason, the League from which it is being moved must provide the League to which the Club is being moved with a certificate confirming that the Club being moved does not owe any money or other property of any nature to the League from which it is being moved. The Club being moved cannot compete in its new League until such certification has been provided and the onus will be on the Club being moved to ensure that it has cleared all indebtedness to its previous League.

8. Procedures for the Determination of any Matter, Dispute or Difference by the Leagues Committee

- 8.1 The LC may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 1. The LC may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.
- 8.2
 - (a) Any dispute or difference between a League and a Club relating to promotion and relegation issues, lateral movement and/or other eligibility criteria must be referred for determination to the LC; such determination shall be final and binding subject only to Arbitration in accordance with Rule K.
 - (b) Any decision of the LC shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties.

All referrals of appeals shall be conducted in accordance with the Regulations for Football Association Appeals save for appeals in relation to Ground Grading decisions where the procedures are outlined in 8.2(c) below.

- (c) Procedures for Ground Grading Appeals
- (i) The ratification of the Ground Grading decision must be sent in writing within 14 days of the final decision date, currently 31st March.
 - (ii) Appeals in relation to Ground Grading Appeals must be submitted to The FA Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The FA Leagues & Clubs Department.
 - (iii) The Ground Grading Technical Panel will appear before an Appeal Board with the Appellant to respond to the application and there is no requirement to make a formal response in writing.
 - (iv) In all cases the Ground Grading Technical Panel will submit any documentation including the Ground Grading report that was considered by the Ground Grading Technical Panel in relation to the Ground Grading decision, (which the appellant would already have received).
 - (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of Ground Grading appeals and details of the dates would be notified to all Clubs in the correspondence from the Ground Grading Technical Panel notifying the decision of the Ground Grading assessment.
- 8.3 The LC may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to any body it considers to be appropriate (including a sub-committee or commission which may include members of council not on the LC or a body constituted by a County Football Association).
9. **Arbitration**
- The fact of participation in the NLS and signifying agreement to be bound by the Regulations shall constitute an agreement between each League and Club to refer to Arbitration any challenge in law arising out of, or in relation to, the Regulations in accordance with the provisions of FA Rule K.
10. **Precedence**
- In the case of conflict between the Regulations for the Operation of the National League System and the Rules, the Regulations take precedence.

LEAGUES/DIVISIONS AT STEPS 5, 6 & 7 OF THE NATIONAL LEAGUE SYSTEM (Season 2016/2017)

Step 5	Step 6	Step 7
Combined Counties League Premier Div	Combined Counties League Div 1	Anglian Combination Premier Div
Eastern Counties League Premier Div	East Midlands Counties League	Bedfordshire County League Premier Div
Essex Senior League	Eastern Counties League Div 1	Cambridgeshire County League Premier Div
Hellenic League Premier Div	Hellenic League Div 1 East	Central Midlands League Div North
Midland League Premier Div	Hellenic League Div 1 West	Central Midlands League Div South
North West Counties League Premier Div	Midland League Div 1	Cheshire League Premier Div
Northern League Div 1	Northern Counties East Div 1	Dorset Premier League
Northern Counties East League Premier Div	North West Counties League Div 1	Essex & Suffolk Border League Premier Div
Southern Counties East League Premier Div	Northern League Div 2	Essex Olympian League Premier Div
Spartan South Midlands League Premier Div	South West Peninsula League Premier Div	Gloucestershire County League Premier Div
Southern Combination Football League Premier Div	Spartan South Midlands League Div 1	Hampshire Premier League Senior Div
United Counties League Premier Div	Southern Combination Football League Div 1	Herts Senior County League Premier Div
Wessex League Premier Div	Southern Counties East League Div 1	Humber Premier League Premier Div
Western League Premier Div	United Counties League Div 1	Kent County League Premier Div
	Wessex League Div 1	Leicestershire Senior League Premier Div
	West Midlands (Regional) League Premier Div	Liverpool County Premier League Premier Div
	Western League Div 1	Manchester Football League Premier Div
		Middlesex County League Premier Div
		Midland League Div 2
		Northamptonshire Combination Premier Div
		Northern Football Alliance Premier Div
		Nottinghamshire Senior League Senior Div
		Oxfordshire Senior League Premier Div
		Peterborough & District League Premier Div
		Sheffield & Hallamshire County Senior League Premier Div
		Somerset County League Premier Div
		South West Peninsula League Div 1 East
		South West Peninsula League Div 1 West
		Spartan South Midlands League Div 2
		Staffordshire County Senior League Premier Div
		Suffolk & Ipswich League Senior Div
		Surrey Elite Intermediate League Intermediate Div
		Teesside League Div 1
		Thames Valley Premier League Premier Div
		Wearside League
		West Cheshire League Div 1
		West Lancashire League Premier Div
		West Midlands (Regional) League Div 1
		West Riding County Amateur League Premier Div
		West Yorkshire League Premier Div
		Wiltshire Football League Premier Div
		York Football League Premier Div

MEMORANDUM ON AREAS AND OVERLAPPING OF ASSOCIATIONS

(25th August, 1950 and 12th January, 1951)

1. A County Association is not permitted to alter or extend its area without the consent of The Football Association. Consent shall be given only after a Commission of Inquiry is held at which all parties concerned shall have an opportunity of attending.
2. District, Junior and Youth Associations must be Members of a County Association.
3. The playing ground shall constitute the Headquarters of Clubs with the following exceptions:-
 - (a) Clubs concerned with Public Offices, Banks, Railways, Business Houses and similar institutions;
 - (b) Clubs which have not a recognised playing ground;
 - (c) Clubs which cannot obtain a suitable and convenient ground within the area of their County Associations. The Headquarters of the excepted Clubs shall be within the area of the County Association to which they claim to belong.
4. The Membership of Clubs with Associations which overlap shall be restricted to the areas determined by the Overlapping Reports of 1908 and 1927 as follows:-

Amateur Football Alliance See Note 1.

Army FA See Note 1.

Birmingham County FA Area: The County of Warwick and 30 miles from Stevenson Place, Birmingham (except that part of the County of Worcestershire which is in the area of the Worcestershire Football Association).

Cambridge University FC See Note 1.

Cheshire County FA Area: County of Chester. Overlapped by Liverpool County Football Association.

Derbyshire FA Area: County of Derby. Overlapped by Sheffield & Hallamshire Football Association.

Essex County FA Area: County of Essex. Overlapped by London Football Association.

Gloucestershire FA and Somerset County FA

- (a) The boundary of the Gloucestershire Football Association stipulated by the 1908 Overlapping Commission shall remain.
- (b) Clubs whose headquarters are in, and Referees who reside in, that area of the City and County of Bristol which had extended into the County of Somerset since the 1908 Commission's decision, or in any contemplated extension by that administrative body, should affiliate to or register with the Somerset County FA as their parent Association and, if they wish, also apply to affiliate to or register with the Gloucestershire FA.

Hertfordshire FA Area: County of Hertford, Overlapped by London Football Association.

Kent County FA Area: County of Kent. Overlapped by London Football Association.

Lancashire FA Area: County of Lancaster. Overlapped by Liverpool County Football Association and Manchester County Football Association. See also Note 3.

Liverpool County FA Area: 18 miles in Lancashire and eight miles in Cheshire from Liverpool Town Hall.

London FA Area: 12 miles from Charing Cross.

Manchester County FA Area: 12 miles from Manchester Town Hall and to be confined to Lancashire.

Middlesex County FA Area: County of Middlesex Overlapped by London Football Association.

Nottinghamshire FA Area: County of Nottingham. Over-lapped by Sheffield & Hallamshire Football Association.

Oxford University AFA See Note 1.

Royal Air Force FA See Note 1.

Royal Navy FA See Note 1.

Sheffield & Hallamshire FA Area: 20 miles from Sheffield Parish Church (since 1909 – Sheffield Cathedral).

Staffordshire FA Area: County of Stafford. Overlapped by Birmingham County Football Association. See also Note 2.

Surrey County FA Area: County of Surrey. Overlapped by London Football Association.

West Riding County FA Area: The West Riding of Yorkshire except that part which is in the area of Sheffield & Hallamshire Football Association namely 20 miles from Sheffield Parish Church (Cathedral).

Worcestershire FA Area: That part of the County of Worcester south of a straight line from Hagley Railway Station to Barnt Green Railway Station and continued from Barnt Green Railway Station in a straight line to Headless Cross.

5. Where Clubs have a Membership with more than one Association, the Associations concerned shall appoint a Joint Committee to deal with all matters in dispute except those concerning Cup Competitions.
6. A County Association may accept entries for its Competitions from Clubs having Membership with another County Association provided the assent of that Association has been obtained and it shall have control of all matters in connection with the Competitions.
7. A County Association which is overlapped by one or more Associations shall notify all its Clubs, Competitions and Referees within its area of their right to affiliate or register with the Association concerned.

Note 1. The areas of the Services Associations are not defined: those of the Universities refer to persons in residence. The Amateur Football Alliance operates in England. Clubs may be added each year from other Associations, but they shall remain in Membership with their County Associations. The Rules of the Alliance shall be in conformity with the Rules and Practice of The Football Association.

Note 2. Walsall & District Football Association became part of Staffordshire Football Association in 1925.

Note 3. In agreement with the Cumberland Football Association and the Lancashire Football Association eight clubs in the South Cumberland area of Millom have been placed in Membership with the Lancashire Football Association, for all purposes from the end of season 1969-70.

Note 4. In connection with Clause 4 of this Memorandum it has been agreed that, when a Club has to obtain a ground in a neighbouring County, it will remain affiliated with its original County Association.

REGULATIONS FOR THE ESTABLISHMENT AND OPERATION OF THE WINTER WOMEN'S FOOTBALL PYRAMID, THE FA WSL AND GIRLS' FOOTBALL

1. INTRODUCTION

The Winter Women's Football Pyramid shall comprise a system by which promotion and relegation links shall exist between participating leagues (the "Leagues") and shall be operated in accordance with these regulations.

The aims and objectives of the Winter Women's Football Pyramid are:

- (a) To provide clubs with a level of competitive football appropriate to their playing ability, stadium/ground facilities and economic means.
- (b) To provide a framework for discussion on matters of policy and common interest to leagues and clubs.
- (c) To allow the seasonal movement of clubs.

All leagues, and clubs participating from time to time in such leagues (the "Clubs"), shall be bound by these regulations until such time they resign in writing from the Winter Women's Football Pyramid. All leagues will be required to sign a copy of these regulations as and when required by the FA Women's Football Committee ("FAWFC").

2. POSITION OF A LEAGUE IN THE WOMEN'S FOOTBALL PYRAMID

- 2.1 The structure of the Women's Winter and Summer Football Pyramids are set out at Appendix A.

Reserve Sections/Divisions sit outside of the Winter and Summer Pyramids.

- 2.2 Any league wishing to become part of the Winter Women's Football Pyramid at Step W5 must advise The Football Association in such form and/or providing such information as shall be required by the FAWFC from time to time. The decision as to whether or not a league should be admitted to, and their position in the Winter Women's Football Pyramid shall be made by the FAWFC.
- 2.3 Any league whose membership of the Winter Women's Football Pyramid is suspended or withdrawn by the FAWFC, or due to resignation by the league, will not be eligible to participate in any business of the Winter Women's Football Pyramid, including the promotion and relegation process, during the period of suspension or after the date of such withdrawal or resignation of membership.

3. RULES AND REGULATIONS FOR PROMOTION AND RELEGATION

- 3.1 The Winter Women's Football Pyramid shall provide for the seasonal promotion and relegation of clubs between Steps within the system. A league that signifies its acceptance to be bound by these regulations must be in a position to promote and relegate clubs at the conclusion of each season. In extenuating circumstances, where a league is not in a position to relegate due to that league not being up to strength, they must obtain the permission of the FAWFC.
- 3.2 A club shall be promoted or relegated to the correct designated league in the Winter Women's Football Pyramid according to their County FA affiliation, unless complying with the provisions of Regulation 4.2.

4. DETAILED PROMOTION AND RELEGATION ISSUES

- 4.1 Eligibility criteria, including ground grading, shall be agreed between the FAWFC and the various leagues. Details of the requirements at each Step are contained in the Winter Women's Football Pyramid Ground Grading Document as published by The Football Association.

- 4.2 It may be necessary from time to time to move clubs between leagues at the same Step to accommodate the movement of clubs by normal promotion and relegation. Where this is necessary, no club will be asked to move more than once in any three seasons, unless it would be advantageous to do so earlier than three seasons, as determined by the FAWFC.
- 4.3 Subject to any potential and subsequent changes to the competition structure referred to below, at the conclusion of each Season, (unless set out otherwise below), the following procedures will apply:

Step W1 and Step S2

For the 2016/2017 season only, the club crowned champion of The FA Women's Premier League at the end of The FA Women's Premier League season will be promoted to The FA WSL 2 (Step S2). Any such promotion will be in accordance with the league rules of The FA Women's Premier League and The FA Women's Super League and the competition structure in place following the relevant club's promotion*.

*The current structure of The FA WSL and women's summer football pyramid is under review and promotion to The FA WSL will be promotion to the competition structure agreed in respect of The FA WSL by The Women's Football Board and The FA WSL Management Committee.

Step W1 and Step W2

The Clubs in the bottom two places in each of the two divisions at Step W1 (FAWPL Northern and Southern Divisions) will be relegated to Step W2 (FAWPL Division Ones). They will be replaced by the Clubs finishing in 1st position in each of the Leagues at Step W2 subject to the ground grading criteria for Step W1.

Step W2 and Step W3

The Clubs in the bottom two places in each of the four divisions at Step W2 will be relegated to Step W3 (Regional League Premier Divisions). They will be replaced by the Clubs finishing in 1st position in each of the Leagues at Step W3. Should a Club finishing in 1st position not wish to be considered for promotion, then the Club finishing in 2nd or 3rd place may take its place. Clubs finishing lower than 3rd place will not be considered for promotion.

Step W3 and Step W4

The Clubs in the bottom two places in each of the eight Leagues at Step W3 will be replaced by the Clubs finishing in 1st place in each of the divisions at Step W4 (Regional Leagues 1st Divisions). Should the ground of a Club finishing in 1st position be deemed not suitable by the respective management committee for Step W3, then a Club finishing in 2nd (or 3rd) may take its place, provided that its ground does meet the requirements of Step W3.

Other promotions and relegations can occur if agreed by the Clubs in Membership or in the case of the South East Region, by the Joint Liaison Committee and with the approval of the FAWFC.

Step W4 to Step W5

The movement of Clubs between Steps W4 and W5 (County Leagues) will be via a promotion pool.

The Clubs at Step W5 can apply to the FAWFC to be considered for promotion to the relevant League at Step W4. Application must be made by 31 March and priority will be based on the finishing positions of the Clubs at Step W5. In the event that the Champion Club at Step W5 has not applied for promotion by the deadline date, they should still be considered for promotion to Step W4.

The FAWFC, in consultation with the relevant Joint Liaison Committee, shall decide which Clubs shall be promoted taking into account the number of vacancies after any relegation has occurred.

Play-Off Matches

Where the appropriate Joint Liaison Committee decides that a number of play-off matches are required for promotion and relegation, then these play-off matches shall be organised at the end of the Season, provided that the Clubs were given notice prior to the start of that Season or, if such notice is not possible due to circumstances during the Season, in agreement with all Clubs involved with these play-off matches.

Steps within the same League

In exceptional circumstances, the promotion and relegation within the Steps in the same League may be decided by majority of those Clubs and the League Management Committee eligible to vote and in attendance at a Special General Meeting or Annual General Meeting, subject to approval of the FAWFC.

Reserve Teams

Where a Reserve Section/Division exists in a Regional League, any Reserve Teams, or any additional teams of the Clubs already members of the Winter Women's Football Pyramid, currently in that Regional League's Step W4 shall move to the Reserve Section/Division when it is established. Any Reserve Team, or any additional teams of the Clubs already playing in the Winter Women's Football Pyramid, promoted from the County League shall take their place in such Reserve Section/ Division where one exists.

Where a Reserve Section/Division does not exist in a Regional League, Reserve Teams are not permitted to play above Step W4.

5. THE MOVEMENT OF CLUBS WITHIN THE WINTER WOMEN'S FOOTBALL PYRAMID OTHER THAN BY PROMOTION OR RELEGATION

- 5.1 Movement of a club from participation in one league to another is not permitted other than by promotion and relegation save with the approval of the FAWFC, such approval being final and binding.
- 5.2 A Club shall be permitted to apply to the FAWFC to compete in a League sanctioned by any County Association, regardless of whether the Club is in membership of that County Association, provided that the Club can establish that the travelling required to compete in a League sanctioned by such a County Association is less onerous than the travelling that would be required to compete in the appropriate League sanctioned by the County Association with which it is in membership (or its Parent Association, where applicable). The FAWFC shall decide, in its absolute discretion, whether this exception shall apply.
- 5.3 Any club proposing to move from one league to another must make appropriate applications to resign from and be elected to the relevant leagues in accordance with the rules and regulations of those leagues. Any such notice must in any event, and regardless of any provisions to the contrary in a league's rules and regulations, be given to both leagues and the FAWFC by 1st April in the relevant year in order to be valid, or once promotion and/or relegation has been decided.
- 5.4 If a Club (whether a Members' Club or a Company) is liquidated or withdrawn or removed from a League/Division in the Women's Football Pyramid and then wishes to reform and/or re-enter the Women's Football Pyramid the following Season, unless otherwise determined by the FAWFC, it will be allowed to make an application only to join a League/Division a minimum of two Steps below the League/Division in which it was a member when liquidated, withdrawn or removed (e.g. from Step S1 to Step W1 or below, from Step S2 to Step W2 or below, from Step W1 to Step W3 or below etc.). This relates only to Clubs that wish to reform and/or return for the following Season and subject to the approval of the FAWFC.
- 5.5 In the event that a league in the Women's Football Pyramid ceases to exist, the clubs previously belonging to that league would be placed at the next highest level of the Women's Football Pyramid for the following season, unless otherwise requested by a club

or the FAWFC decides that there is a strong reason for that club being placed elsewhere in the Women's Football Pyramid.

- 5.6 A Club may apply by 31 March to the League, in which it has its Membership, for voluntary relegation to a League/Division one Step below at the end of current Season after discharging its full obligations to the League. Any such successful application shall count as one of the relegation places from that League at the end of current Season and the League shall adjust its remaining relegation place(s) accordingly. Any disputes shall be referred to FAWFC.

6. ELECTION OF A CLUB INTO A LEAGUE

- 6.1 In normal circumstances a Club can enter the Winter Women's Football Pyramid only at Step W5 (County League level) and only to the County League of their Parent County Association.

- 6.2 Any Club shall be permitted to compete in a League sanctioned by any County Association, regardless of whether the Club is in membership of that County Association, provided that the Club can establish that the travelling required to compete in a League sanctioned by such a County Association is less onerous than the travelling that would be required to compete in the appropriate League sanctioned by the County Association with which it is in membership (or its Parent Association, where applicable). The FAWFC shall decide, in its absolute discretion, whether this exception shall apply.

- 6.3 In exceptional circumstances a League may seek approval from the FAWFC to elect a Club not currently in membership of a League within the Winter Women's Football Pyramid provided that there is: (a) a vacancy within its constitution (b) the Club meets the entry criteria and (c) promotion and relegation issues have been satisfied.

7. WOMEN'S FOOTBALL CONFERENCE

The Women's Football Conference (the Conference) will comprise of representatives from leagues within the Winter Women's Football Pyramid and the FAWFC with the objective to take steps to protect and further the interests of Women's and Girls' Association Football.

8. JOINT LIAISON COMMITTEES

Regional Joint Liaison Committees (JLC's) will be established to consider matters relating to the development of the Winter Women's Football Pyramid in their regions. In particular JLC's will be responsible for recommending the promotion and relegation of clubs between Steps W4 & W5.

In the case of the South East Region, the JLC may be responsible for determining the promotion and relegation between Steps W3 and W4 where appropriate.

The Joint Liaison Committees will be established on a regional basis and will comprise of representatives of the Regional League and the appropriate County Leagues.

Both the Conference and the JLC's may refer a matter to the FAWFC for determination.

9. PLAYING ORDER OF PRECEDENCE IN THE WOMEN'S PYRAMID OF FOOTBALL

Any Club with more than one team in any League in the Women's Pyramid of Football shall always fulfill its fixtures in this order of precedence, subject to the players being properly registered with the League(s): First Team, Reserve Team, A Team and other lower teams.

A League shall deal with any breach of this Regulation by the teams of a member Club playing within the same League. Any breach of this Regulation by teams of a Club playing in more than one League shall be reported to FAWFC who shall deal with it as appropriate.

10. APPEAL PROCEDURE

Any dispute or difference between a league and a club relating to promotion and relegation issues and/or other eligibility criteria should be referred for determination to the FAWFC.

Any referral must be carried out in accordance with The Football Association's appeal procedure and be submitted at the offices of The Football Association, Wembley Stadium, PO Box 1966, London SW1P 9EQ within 14 days of the posting of the relevant decision and must be accompanied by a fee of £100.

11. THE FA WOMEN'S SUPER LEAGUE

The FA Women's Super League shall form the Summer Pyramid of Women's Football.

The "Close Season" for The FA Women's Super League Divisions One and Two only shall be defined as the period between 1 December and 31 December inclusive in each calendar year, save where The Association makes an order to the contrary, during which no Club in the FA Women's Super League shall play any matches. For the FA Women's Super League Development Divisions the 'Close Season' shall be defined as the period between 1 June to 30 June inclusive in each calendar year.

This shall not affect the Close Season for any League in the Winter Women's Football Pyramid, which shall be in accordance with Rule B8 of the Rules of The Association.

12. GIRLS' TEAMS PLAYING IN LEAGUES

- 12.1 Any Clubs wishing to enter a new girls' team into a league competition shall only do so if the league competition is sanctioned by the County FA with which the Club has Membership. If the Club is in membership of more than one County FA, the league competition must be sanctioned by the Club's Parent Association.

This Regulation applies to all new teams, irrespective of whether a Club has another team already competing in a league sanctioned by The Football Association or any County FA.

- 12.2 The following exceptions to the above regulation shall apply, and a new team shall be permitted to compete in a league sanctioned by The Football Association or any County FA, regardless of whether the Club is in Membership of it, where the Club can establish -

- (i) The travelling required to compete in a league sanctioned by The Football Association or another County FA is less onerous than the travelling that would be required to compete in the appropriate league sanctioned by the County FA with which it has Membership (or its Parent Association, where applicable); or
- (ii) There is no appropriate age group division in the league sanctioned by the County FA with which it has Membership (or its Parent Association, where applicable) for the new team to compete in; or
- (iii) The league sanctioned by the County FA with which it has Membership (or its Parent Association, where applicable) does not offer the format of football that the Club wishes the new team to compete in eg 11 v 11, 7 v 7.

The County FA with which the Club has its Membership, or the Club's Parent Association where applicable, shall decide, whether any one of the above exceptions applies and so whether the team may compete in a league sanctioned by The Football Association or another County FA, for one Season only.

- 12.3 Teams may continue to participate in any league that they have participated in prior to season 2009 / 10, irrespective of whether that league is sanctioned by The Football Association or a County FA other than the one with which that team's Club has its Membership, or its Parent Association, where applicable.

13. PROCEDURES FOR THE DETERMINATION OF ANY MATTER, DISPUTE OR DIFFERENCE BY THE FAWFC

- 13.1 The FAWFC may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 1. The FAWFC may require the attendance at a meeting

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- or the written observations of any League or Club, as it considers appropriate to assist its determination.
- 13.2 (a) Any dispute or difference between a League and a Club relating to promotion and relegation issues and/or other eligibility criteria must be referred for determination to the FAWFC; such determination shall be final and binding.
- (b) Any other decision of the FAWFC shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties. All referrals of appeals shall be conducted in accordance with the Regulations for Football Association Appeals.
- 13.3 The FAWFC may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to any body it considers to be appropriate (including a subcommittee or commission which may include members of council not on the FAWFC or a body constituted by a County Football Association).

APPENDIX A - Proposed

SUMMER WOMEN'S FOOTBALL PYRAMID

Step S1	FA WSL ONE
Step S2	FA WSL TWO

WINTER WOMEN'S FOOTBALL PYRAMID

Step W1	FA Women's Premier League Northern Division		FA Women's Premier League Southern Division					
Step W2	FAWPL Division One North	FAWPL Division One Midland	FAWPL Division One South East	FAWPL Division One South West				
Step W3	NE Regional Premier Division	NW Regional Premier Division	WM Regional Premier Division	EM Regional Premier Division	London & SE Regional Premier Division	Eastern Regional Premier Division	Southern Regional Premier Division	SW Regional Premier Division
Step W4	Regional League Division Ones							
Step W5	County Leagues							

FA GIRLS' ENGLAND TALENT PATHWAY – REGIONAL TALENT CLUBS TIER 1, 2 AND 3

REGIONAL TALENT CLUB TIER 1

CRITERIA FOR RUNNING AN FA GIRLS' REGIONAL TALENT CLUB TIER 1 2016-17 SEASON

FA Rule C4 (b) applies to all players within The Football Association Girls' Talent Development Programme.

1. PURPOSE

The purpose of The Football Association Girls' Regional Talent Club Programme is to identify and support the development of elite female players within a technical and educational programme to enable them to fulfil their sporting potential.

2. SCOPE

Any club or organisation may not designate any technical or educational programme as a Regional Talent Club unless that Regional Talent Club is licensed by The Football Association under these regulations.

3. QUALITY CONTROL

3.1 *Requirements to authorise the award of Tier 1 Licences:*

3.1.1 Licence Application:

Licences will be awarded for a maximum of three years starting in 2016-17 season, subject to FA and external funding, and meeting the licence criteria. Business plans must be submitted annually and reflect the agreed regulations. The Club's application and business plan for the 2016-17 Regional Talent Club licence is to be made available for review at the request of The Football Association Women's Football Board.

3.1.2 Monitoring:

The Football Association will institute a programme of visits to monitor the regulations.

3.1.3 Reports:

Each visit to a Regional Talent Club by a Member of The Football Association Women's Football Committee will be reported upon.

3.1.4 Financial Funding and Monitoring:

Each Regional Talent Club (Tier 1) must commit a monetary contribution of £24,000 towards the running and management of the Club. Evidence of the spend will be submitted in a FA cash flow document along with copies of invoices, twice yearly to The Football Association. Failure to do so by the required date will result in non-payment of the grant.

3.1.5 The Football Association Women's Football Board has the right to refuse / withdraw a club's licence with immediate effect.

3.2 *Registration:*

3.2.1 The Football Association will be responsible for providing registration forms for the registration of all players at a Regional Talent Club.

3.2.2 Age year bands will operate from 1st September to 31st August of the following year.

3.3 *Regional Talent Club (Tier 1) Fixtures:*

The following fixture programme will be expected for each age group:

- U16s: To play in a North / South Regional Talent Club league and The FA Girls' U16 Youth Cup, with the programme of fixtures provided by The Football Association.

U16s in a Regional Talent Club are also permitted to play against other Regional Talent Clubs, Charter Standard Boys teams and Boys EPPP Academies.

- U14s: To play in a North / South Regional Talent Club fixture programme provided by The Football Association. U14s in a Regional Talent Club are also permitted to play against other Regional Talent Clubs, Charter Standard Boys teams and Boys EPPP Academies.
- U12s: To enter and participate as a team in local Charter Standard U12s boys leagues.
- U10s: To enter and participate as a team in local Charter Standard U10s boys leagues.

3.4 *Fees:*

Registration fees and Licence fees will be at the discretion of The Football Association. Any fees required to enter a boys league will be the responsibility of the Regional Talent Club.

3.5 *Learning Programme and Support Service:*

Regional Talent Clubs are expected to support their staff's involvement in the FA Girls' Professional Development Programme and attend any compulsory training events provided by The Football Association.

3.6 *Quality Audit:*

The Football Association will evaluate the performance of Regional Talent Clubs based on objective criteria, and Clubs are expected to fully support any audits carried out.

4. **SAFEGUARDING CHILDREN**

4.1 All Regional Talent Clubs are required to comply in full with The Football Association's Safeguarding Children Policy and Procedures and Regulations. It is essential that all Regional Talent Clubs have a Safeguarding Children Policy in place and procedures for dealing with concerns about the welfare of a young person. This must be available to all staff and volunteers, parents/carers and players.

4.2 All staff and volunteers involved at a Regional Talent Club must be registered with the Club and meet the staff criteria qualifications and requisitions. The register must be kept up to date and any person who is not registered shall have no involvement with the Regional Talent Club. This requirement shall apply to all persons involved at the Regional Talent Club, including technical, administration, performance services, welfare and ancillary staff and volunteers etc.

4.3 The register may be liable to inspection and verification at any time by The Football Association as appropriate.

4.4 The recruitment process for all staff and volunteers must comply with The FA guidance as set out in the Safeguarding Children Policy and Procedures and Regulations. This includes the taking up of at least two references, interviewing and completion of the requisite Criminal Records Checks.

4.5 All persons who work in regulated activity with children and young people at a Regional Talent Club must complete a DBS Enhanced Criminal Records Check (CRC) with Children's Barred List via The FA CRB when the offer of the post is made, or when they are required to renew their CRC in line with FA Policy, every 3 years.

4.6 All people in a role at a Regional Talent Club shall be required to be trained in safeguarding children issues at least to include satisfactory completion of The Football Association's Safeguarding Children Workshop and to renew this training every three years.

4.7 The Education and Welfare Officer at each Regional Talent Club (Tier 1) shall be designated as having responsibility for safeguarding children issues as part of the promotion of the welfare of children attending the Regional Talent Club and issuing identification to all

club staff members. All parents / carers and players must be made aware as to whom this person is and how to contact them. The Education and Welfare officer must have attended the Safeguarding Children Workshop and attend safeguarding professional development training at least every three years and have the requisite Criminal Records Check.

5. CRITERIA TO OPERATE A REGIONAL TALENT CLUB (TIER 1)

Regional Talent Club licences will be awarded by The Football Association in accordance with regulations laid down by The Football Association.

5.1 An organisation may only operate one Regional Talent Club.

5.2 Public liability insurance is required with a minimum of £10m indemnity. A copy of this cover must be submitted to The Football Association in your business plan by 1st June. Player to player liability is recommended but is not mandatory. The Football Association does not provide Personal Accident Insurance, therefore it is recommended that Clubs address this independently through other agencies.

5.3 Regional Talent Clubs (Tier 1) must operate at Under 16, Under 14, Under 12 and Under 10 age groups. The Club must register the following number of players per age group:

Under 16: 15 min – 18 max players per year band

Under 14: 15 min – 18 max players per year band

Under 12: 12 min – 15 max players per year band

Under 10: 10 min – 15 max players per year band

5.4 The Club is to run for a minimum of 36 weeks, between the months of July and May. The trial period is to be held in the month of June.

If the Club needs to close for any period of time it has to first seek permission from The Football Association.

All players registered at a club between the 1st – 30th May must be told in writing whether they:

1. Will receive a player agreement to re-sign for their current club for the next season if they choose to accept it.
2. Will need to trial to re-secure a place at their current club for the next season.
3. Will be released by their current club and not be asked to trial for next season.

Players can decide to accept the offer and therefore may or may not decide to trial at another club. If they accept the offer, after 1st July they will be registered for the next season with their existing club.

Players that want to trial at another club will be available to do so from the 1st June.

Where any team plays an unregistered or otherwise ineligible player or players, The FA Girls' Talent Development Sub-Committee may impose any punishment or order it considers appropriate, including (but not limited to) deducting any points won in any league match affected, awarding league points to the opposing team, expelling the team from a cup competition if any match affected was played in that cup competition, allowing the opposing team to progress to the next round of that cup competition, ordering any match to be replayed, and / or imposing a fine.

5.5 Player Transfers:

The Football Association will provide clubs with a 'player agreement' template for all registered Regional Talent Club players.

Player Agreement:

- (a) Every Regional Talent Club player is to be given a minimum of a 1 year agreement or a maximum of a 3 year agreement, subject to FA and external funding and the Regional Talent Club meeting the required criteria.

- (b) A player may de-register at any time if returning to grassroots football (ie any club outside of the talent pathway) or advancing to senior football. If the player has left and wishes to re-join the same Regional Talent Club at a later date in the same season they may do so during the December or June transfer window.
- (c) A player wishing to move to another Regional Talent Club is allowed to during the June transfer window. Only if both Regional Talent Clubs and the player are in agreement can the player move during the December transfer window.
- (d) If a player wishes to leave the Club and join another Regional Talent Club outside of the transfer windows, then they can make an appeal to The Football Association.

Guidelines regarding player compensation should be followed as per the Women's Football Pyramid Regulations.

- 5.6 Regional Talent Clubs must give seven clear days' notice of approach in writing to the registered youth team with which the trialist plays as per Football Association Rule C2 (a).
- 5.7 A club must not approach, directly or indirectly, any player registered with another Regional Talent Club from 1st July until 31st May.
- 5.8 Regional Talent Clubs (Tier 1) must provide the following training programmes a week:
 - U16 and U14 registered players must receive a minimum of six hours practical training per week.
 - U12 and U10 registered players must receive a minimum of four hours practical training per week.
 - One dedicated Physical Performance session must be carried out per week for each age group (this can be included within the practical training hours).
 - Goalkeeping provision must be provided at all pitch based sessions.
- 5.9 Clubs must adhere to a maximum 90-minutes travelling time from home to the training ground for all age groups.
- 5.10 A player is not entitled to be coached by a Regional Talent Club or to participate in games, tours or tournaments, unless the player is registered with that Club or is on trial.
- 5.11 All players registered at the Regional Talent Club must be potentially eligible to play for England.

6. FACILITIES

- 6.1 The following minimum facilities are required for all weekly practical training sessions in the playing season:
 - Adequate washing facilities and toilets
 - Separate treatment room
 - Rapid access to qualified medical expertise
 - A recognised parent/visitor area for those observing the session or waiting
 - An Emergency Aid Plan documented and clearly displayed
 - An accessible defibrillator is recommended

The appropriate size of coaching area per age band must be provided:

U16s and U14s to train for all technical sessions on a minimum of one half of a full size 3G Football Turf/Grass pitch for each age group.

U12s and U10s to train for all technical sessions on a minimum of one third of a full size 3G Football Turf/Grass pitch for each age group.

A dedicated goalkeeping area separate from other training areas is desirable.

It is good practice if the U10s train indoors but not mandatory.

- 6.2 All other coaching activities, i.e. physical development sessions, gym work, etc must meet the minimum facility requirements and take place in an appropriate size area dependant on the activity.
- 6.3 The following minimum facilities are required for FA Organised match day fixtures for U16s and U14s:
- Adequate washing facilities and toilets
 - Separate treatment room
 - Rapid access to qualified medical expertise
 - All 3G football turf pitches must be FA approved
 - An Emergency Aid Plan documented and clearly displayed
 - An accessible defibrillator is recommended
 - Wet weather contingency plan for U16 fixtures
 - Dedicated indoor playing space for futsal / foundation fixtures is desirable
- U16s to play 11v11 on a maximum pitch size of 100 yards x 60 yards (91m x 56m), using a size 5 ball.
- U14s to play 11 v 11 on a pitch size 80 yards x 50 yards (75m x 45m), using a size 4 ball and 9 v 9 goalposts.
- 6.4 U12s and U10s age groups will be required to meet the minimum facility requirements and play in the format stated in the rules and regulations of the local Charter Standard boys league entered.
- 6.5 Risk assessments must be carried out for all facilities. This process must include annual checks, spot checks and sessional assessments. Proof of these checks must be made available if requested by The Football Association.

7. STAFF

7.1 *General Requirements:*

In addition to meeting any applicable requirements set out in Regulation 4 regarding Safeguarding Children, all coaches registered and FA licensed to coach in Regional Talent Clubs (Tier 1) must by the 1st June 2016 hold the appropriate qualification to coach at that level, as outlined in the regulations, and have a FA Emergency Aid qualification.

All technical staff must be a FA Licenced Coaches Club member by 1st December 2016. Any staff who are not a member for the start of the season will not be able to coach in the Regional Talent Club, and funding for these positions will be withheld until the staff are licenced. Any member of technical staff at the Regional Talent Club not licenced by 1st December will result in non-payment of the second grant instalment.

7.2 *Technical Staff*

- One Technical Director – to hold a UEFA A Licence and must have completed FA Youth Award Modules 1 and 2. Desirable to hold FA Youth Award Module 3. The Technical Director must be present at all training sessions unless they are split over two sites, and attend one fixture each weekend. They must not be Head or Assistant Coach for an age group.
- U16s and U14s Head Coaches – both to hold UEFA B Licence and must have completed FA Youth Award Modules 1 and 2.
- U16s and U14s Assistant Coaches – both to hold UEFA B Licence and must have completed FA Youth Award Modules 1 and 2.
- U12s and U10s Head Coaches – both to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Modules 1 and 2.

- U12s and U10s Assistant Coaches – to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Module 1 and 2.
- One representative who will be present at all U12s and U10s training sessions and matches must hold a FA Basic First Aid for Sport (BFAS) qualification.
- One Goalkeeping coach – to hold a minimum of FA Level 2 in Goalkeeping Award and must have completed FA Youth Award Modules 1 and 2. Desirable to hold Level 3 Goalkeeping.

7.3 *Administrative Staff*

- One Club Manager – to take responsibility of all administration and organisation duties. The Club Manager must be present at all training sessions, attend one fixture each weekend and it is desirable for them to hold FA Emergency Aid qualification. The Club Manager must not be the same person as the Technical Director and must not hold a technical role within the Regional Talent Club.
- One Financial Lead – to take responsibility of the finances and cash flow for the Regional Talent Club, and be the main point of contact for financial discussions with The Football Association.

7.4 *Performance Services Staff*

- Two HCPC Registered Physiotherapists or Sports Therapists. Sports Therapists must hold a degree in sports therapy, have full membership of the Society of Sports Therapy and have adequate indemnity insurance. Both staff must hold a minimum of the FA Basic First Aid for Sport (BFAS) qualification and should undertake an annual review of clinical governance.

They must be split between age groups so both are present at all training sessions and U16/U14 matches (home & away). Only if both age groups play a match on the same site would only one Physiotherapist/Sports Therapist need to be present. They must deliver prehab and rehab programmes and keep comprehensive player medical records.

- Two Physical Performance Coaches who have both completed relevant degree programmes in Sports Science or a Sport Science related discipline and holds the FA Emergency Aid qualification.

Both must have or demonstrate evidence of working towards either The FA's Level 3 Physical Performance Award, CSCS or UKSCA accreditation. Working towards or holding BASES Accreditation is desirable.

The Physical Performance Coaches must lead on the development and implementation of the club's physical performance strategy. They must be present at all physical development sessions and at least one Physical Performance Coach must attend one game per weekend.

- One Performance Analyst is desirable. To provide a performance analysis programme.
- One Club Doctor is desirable.
- One Sports Psychologist is desirable. To undertake individual work and team workshops.

7.5 *Additional Staff*

- One Education and Welfare Officer – must have QTS, work as a social/youth professional or have other relevant education and welfare experience. Desirable to hold FA Emergency Aid qualification.
- One Marketing lead.

- Cover coaches available at short notice who are registered and FA Licenced and meet all the same coach criteria.

7.6 *Other Staff Requirements*

The Technical Director OR Club Manager must work within the employing organisation as their fulltime job.

It is best practice to have female coaches with each age group. This will support FA Regional Talent Clubs with meeting the requirements of the FA Safeguarding Children Policy and Procedures - Travel, Trips and Tournaments.

7.7 *Female Coach Development*

The Football Association is committed to mentoring and developing female coaches, where they can be nurtured and supported. The Regional Talent Club (Tier 1) must have a female coach development programme in place, and talented female coaches must be supported to access The FA Girls' England Talent Pathway Professional Development Programme.

The support of female Level 1 coaches is encouraged but only as volunteers at the Club and they must not coach at any training session until they have the Level 2 award and FA Youth Award Modules 1 and 2. To volunteer they must have a DBS Enhanced CRC via The FA CRB, have completed The Football Association's Safeguarding Children Workshop, and be a Licenced Coaches Club Member.

7.8 *Staff Review and Development*

Regional Talent Clubs (Tier 1) must have personal development plans in place for all technical staff working at the Club. A minimum of three staff performance reviews must be held per season by the Technical Director, and the Club must identify a programme of training and CPD opportunities to offer their workforce.

7.9 *Support to Grassroots Clubs and Coaches*

Regional Talent Clubs (Tier 1) must host one open evening for grassroots clubs and coaches to attend and learn about what the Club delivers. In addition three guest sessions must be delivered at grassroots club/s by Regional Talent Club staff and a schools education evening delivered for schools and head teachers.

8. **PLAYER DEVELOPMENT**

All players at the Regional Talent Club (Tier 1) must be given individual targets set by the Head Coach. Three player reviews must take place per season to include multi-disciplinary feedback. Player reviews must be available at the request of The Football Association.

All players and parents must complete an annual induction programme with multi-disciplinary input, and be provided with induction documents. For new players who sign up mid-season an individualised player induction must be provided.

9. **FA GIRLS' ENGLAND TALENT PATHWAY FOOTBALL**

9.1 *Player Eligibility*

Players are licenced in 4 categories as outlined below:

- A International Football and FA Regional Excellence Camps
- B The FA Girls' Regional Talent Club Programme
- C All Schools Football
- D Local Youth Leagues including County Representative Matches

9.1.1 International Football

Players in The FA Girls' Regional Talent Club Programme selected for any England Women U15, U16 and U17 squads are not permitted to play in English Schools FA camps or fixtures.

Players shall be released to play in County FA and County Schools Under 14 and Under 16 representative competitions, provided the fixtures fall on an open weekend.

9.1.2 Regional Excellence Camps – U16s and U14s

Players will be identified by FA Regional Elite Women's Coach Developers and invited to trial for a Regional Excellence Camp. Players eligible will be those registered at Regional Talent Clubs as well as those playing in Advanced Coaching Centres, Grassroots football, Boys football and County Schools' football.

9.1.3 Regional Talent Clubs

Players registered with a Regional Talent Club cannot be signed to any other club.

U12 and U10 players will participate through their Regional Talent Club in an appropriately identified local Charter Standard Boys League fixtures programme. This would be organised by the Regional Talent Club who must follow entry procedures.

9.2 *Recommended Number of Games*

The recommended number of games for a player per season is up to 40. This figure has been worked out based on these principles:

The average:

1. number of league, cup, friendly and international fixtures
2. length of the season
3. of one game per week

The conclusion and recommendation is to prevent overuse, especially in young players, burn out and encourage longevity and greater practice to match ratios.

Regional Talent Club players must not play more than 1 game in any given weekend.

It will be the responsibility of the Technical Director of the Regional Talent Club to monitor the number of games in which the player takes part.

9.3 *Avoidance of Conflict of Fixtures*

It is hoped that conflict will be avoided between Schools, Counties and FA Regional Talent Clubs football.

A national programme of fixtures for U16s and U14s will be provided by The Football Association and each club is asked to provide this information to their County Schools and County FA representatives. This programme will include a number of Open Weekends where priority will be given on those dates to County FA and County Schools Under 14 and Under 16 representative matches.

County Football Associations, The English Schools Football Association and the Independent Schools Football Association will advise, in writing, the dates of their matches to a Regional Talent Club with which the player is registered, no less than 14 days prior to the match. Except in the case of postponed matches where the rearranged date shall be agreed by mutual consent and preferably during mid-week. This mid-week rearranged date will take priority over a club training evening.

9.4 *Regional Talent Club Trialists*

Once a player has been identified by a Regional Talent Club member of staff as having potential to be in the Club, then the member of staff must inform the Regional Talent Club Manager.

- #### 9.4.1
- The Regional Talent Club must give seven clear days' notice of approach to the player's registered Club.

- 9.4.2 Players, including registered players and trialists, must only play 1 game in any given weekend. Clubs may include no more than two players from one junior team and no more than four in total on a trial basis in any one match. The normal trial period shall be regarded as four matches after which players must either become signed to the Club or released. Clubs can apply to The Football Association for a longer trial period for goalkeepers.
- 9.5 At all FA Regional Talent Club fixtures, team sheets must be available, detailing each player's name, date of birth and appropriate shirt number.
- 9.6 *Matches for Under 16s:*
- To be organised as coached games and can be played as per FA Regulations for the 11 a-side game
 - The host club to be responsible for appointing qualified match officials
 - A HCPC Physiotherapist or qualified Sports Therapist as per rule 7.4 from the Regional Talent Club to be in attendance at all matches
 - To have return substitutions
 - To have footballs and pitches of appropriate size as per rule 6.3
 - To play in a North/South Regional Talent Club league
 - To compete in the FA Girls' U16 Youth Cup
 - To arrange fixtures against Charter Standard boys teams, Academy boys teams or additional Regional Talent Club friendlies
- 9.7 *Matches for Under 14s:*
- To be organised as coached games
 - The host club to be responsible for appointing qualified match officials
 - A HCPC Physiotherapist or qualified Sports Therapist as per rule 7.4 from the Regional Talent Club to be in attendance at all matches
 - To have roll on, roll off substitutions
 - To have footballs and pitches of appropriate size as per rule 6.3
 - To play in a North/South Regional Talent Club fixture programme
 - To arrange fixtures against Charter Standard boys teams, Academy boys teams or additional Regional Talent Club friendlies
- 9.8 *Matches for Under 10 and Under 12:*
- To follow the Charter Standard Boys League rules and regulations they are playing in
 - To have a qualified BFAS coach present at all matches
 - The FA must be informed of all scheduled matches, and records kept of all fixtures
- 9.9 *Matches for 16 Year Olds:*
- 16 year old players that are registered with a Regional Talent Club and want to play senior football can only play one fixture per weekend whilst still registered at the Club. Club fixtures take priority over senior fixtures unless written permission is given by The Football Association.
- 9.10 *Respect*
- To adopt all 'Respect League' processes at each age group at every game.
- 9.11 *Players playing up and down*
- Only GKs are able to seek permission from The Football Association to play down one age group.

At the discretion of the Technical Director, Regional Talent Clubs (Tier 1) can decide if to play a player up an age group. The player must be in the second year of the two-year age band to play up, and the Technical Director must inform their Regional Elite Women's Coach Developer with the reason for their decision. This must be used to further enhance the development of the player long term.

9.12 *Information to be kept by each club:*

- Details of each match played
- Date
- Venue
- Names of all participating players

9.13 Players who are cautioned or dismissed from the field of play will be reported directly to appropriate County Football Association, the English Schools Football Association and the Independent Schools Football Association.

10. GRIEVANCE PROCEDURES

In the event of a player, or parent /carer having a grievance against a Regional Talent Club or employee of that Club which is FA licensed, the following procedure is to be followed:

- The grievance should be made in writing to the Club Manager in the first instance and be sent in an envelope marked confidential, stating the nature of the grievance and the player's full name.
- In the event of the grievance being against the Club Manager, the outline of grievance should be sent to the employing body.
- The grievance shall be investigated by the Club Manager or employing body and following the investigation the findings shall be reported to the person lodging the grievance in writing within 7 days of the investigation.
- If the person lodging the grievance is not satisfied with the outcome of the procedure then it is possible to refer the matter to The Football Association to review the process undertaken and make any suggestions it deems appropriate with a view to resolving the grievance.

11. REFERRING SAFEGUARDING CONCERNS

Any concern about the welfare of a young player will be managed in line with The FA's Safeguarding Children Policy and Procedures. It is essential that staff recognise it is not their responsibility to decide if abuse is happening but to refer the concern on for the professionals to manage. If any staff member has concern about the way a concern is being managed they may make use of the FAs Whistle Blowing Policy which is stated below.

“Whistle-blowing”

Whistle-blowing is an early warning system. It is about revealing and raising concerns over misconduct or malpractice within an organisation or within an independent structure associated with it.

Any adult or young person with concerns about a colleague can also use whistle-blowing by contacting The FA Safeguarding Case Team on 0800 169 183 Ex.6300. Alternatively you can go direct to the Police or Children's Social Care and report your concerns there.

CRITERIA FOR RUNNING AN FA GIRLS' REGIONAL TALENT CLUB TIER 2 2016-17 SEASON

FA Rule C4 (b) applies to all players within The Football Association Girls' Talent Development Programme.

1. PURPOSE

The purpose of The Football Association Girls' Regional Talent Club Programme is to identify and support the development of elite female players within a technical and educational programme to enable them to fulfil their sporting potential.

2. SCOPE

Any club or organisation may not designate any technical or educational programme as a Regional Talent Club unless that Regional Talent Club is licensed by The Football Association under these regulations.

3. QUALITY CONTROL

3.1 *Requirements to authorise the award of Tier 2 Licences:*

3.1.1 Licence Application:

Licences will be awarded for a maximum of three years starting in 2016-17 season, subject to FA and external funding, and meeting the licence criteria. Business plans must be submitted annually and reflect the agreed regulations. The Club's application and business plan for the 2016-17 Regional Talent Club licence is to be made available for review at the request of The Football Association Women's Football Board.

3.1.2 Monitoring:

The Football Association will institute a programme of visits to monitor the regulations.

3.1.3 Reports:

Each visit to a Regional Talent Club by a Member of The Football Association Women's Committee will be reported upon.

3.1.4 Financial Funding and Monitoring:

Each Regional Talent Club (Tier 2) must commit a monetary contribution of £12,000 towards the running and management of the Club. Evidence of the spend will be submitted in a FA cash flow document along with copies of invoices, twice yearly to The Football Association. Failure to do so by the required date will result in non-payment of the grant.

3.1.5 The Football Association Women's Football Board has the right to refuse / withdraw a club's licence with immediate effect.

3.2 *Registration:*

3.2.1 The Football Association will be responsible for providing registration forms for the registration of all players at a Regional Talent Club.

3.2.2 Age year bands will operate from 1st September to 31st August of the following year.

3.3 *Regional Talent Club (Tier 2) Fixtures:*

The following fixture programme will be expected for each age group:

- U16s: To play in a Regional Tier 2 and 3 Talent Club league and The FA Girls' U16 Youth Cup, with the programme of fixtures provided by The Football Association.

U16s in a Regional Talent Club are also permitted to play against other Regional Talent Clubs, Charter Standard Boys teams and Boys EPPP Academies.

- U14s: To play in a Regional Tier 2 and 3 Talent Club fixture programme provided by The Football Association. U14s in a Regional Talent Club are also permitted to play against other Regional Talent Clubs, Charter Standard Boys teams and Boys EPPP Academies.
- U12s: To enter and participate as a team in local Charter Standard U12s boys leagues.
- U10s: To enter and participate as a team in local Charter Standard U10s boys leagues.

3.4 *Fees:*

Registration fees and Licence fees will be at the discretion of The Football Association. Any fees required to enter a boys league will be the responsibility of the Regional Talent Club.

3.5 *Learning Programme and Support Service:*

Regional Talent Clubs are expected to support their staff's involvement in the FA Girls' Professional Development Programme and attend any compulsory training events provided by The Football Association.

3.6 *Quality Audit:*

The Football Association will evaluate the performance of Regional Talent Clubs based on objective criteria, and Clubs are expected to fully support any audits carried out.

4. **SAFEGUARDING CHILDREN**

4.1 All Regional Talent Clubs are required to comply in full with The Football Association's Safeguarding Children Policy and Procedures and Regulations. It is essential that all Regional Talent Clubs have a Safeguarding Children Policy in place and procedures for dealing with concerns about the welfare of a young person. This must be available to all staff and volunteers, parents/carers and players.

4.2 All staff and volunteers involved at a Regional Talent Club must be registered with the Club and meet the staff criteria qualifications and requisitions. The register must be kept up to date and any person who is not registered shall have no involvement with the Regional Talent Club. This requirement shall apply to all persons involved at the Regional Talent Club, including technical, administration, performance services, welfare and ancillary staff and volunteers etc.

4.3 The register may be liable to inspection and verification at any time by The Football Association as appropriate.

4.4 The recruitment process for all staff and volunteers must comply with The FA guidance as set out in the Safeguarding Children Policy and Procedures and Regulations. This includes the taking up of at least two references, interviewing and completion of the requisite Criminal Records Checks.

4.5 All persons who work in regulated activity with children and young people at a Regional Talent Club must complete a DBS Enhanced Criminal Records Check (CRC) with Children's Barred List via The FA CRB when the offer of the post is made, or when they are required to renew their CRC in line with FA Policy, every 3 years.

4.6 All people in a role at a Regional Talent Club shall be required to be trained in safeguarding children issues at least to include satisfactory completion of The Football Association's Safeguarding Children Workshop and to renew this training every three years.

4.7 The Welfare lead at each Regional Talent Club (Tier 2) shall be designated as having responsibility for safeguarding children issues as part of the promotion of the welfare of children attending the Regional Talent Club and issuing identification to all club staff

members. All parents / carers and players must be made aware as to whom this person is and how to contact them. The Welfare lead must have attended the Safeguarding Children Workshop and attend safeguarding professional development training at least every three years and have the requisite Criminal Records Check.

5. CRITERIA TO OPERATE A REGIONAL TALENT CLUB (TIER 2)

Regional Talent Club licences will be awarded by The Football Association in accordance with regulations laid down by The Football Association, and renewed annually.

- 5.1 An organisation may only operate one Regional Talent Club.
- 5.2 Public liability insurance is required with a minimum of £10m indemnity. A copy of this cover must be submitted to The Football Association in your business plan by 1st June. Player to player liability is recommended but is not mandatory. The Football Association does not provide Personal Accident Insurance, therefore it is recommended that Clubs address this independently through other agencies.

- 5.3 Regional Talent Clubs (Tier 2) must operate at Under 16, Under 14, Under 12 and Under 10 age groups. The Club must register the following number of players per age group:

Under 16: 15 min – 18 max players per year band

Under 14: 15 min – 18 max players per year band

Under 12: 12 min – 15 max players per year band

Under 10: 10 min – 15 max players per year band

- 5.4 The Club is to run for a minimum of 30 weeks, ideally 36 weeks, between the months of July and May. The major trial period is to be held in the month of June.

If the Club needs to close for any period of time it has to first seek permission from The Football Association.

All players registered at a club between the 1st – 30th May must be told in writing whether they:

1. Will receive a player agreement to re-sign for their current club for the next season if they choose to accept it.
2. Will need to trial to re-secure a place at their current club for the next season.
3. Will be released by their current club and not be asked to trial for next season.

Players can decide to accept the offer and therefore may or may not decide to trial at another club. If they accept the offer, after 1st July they will be registered for the next season with their existing club.

Players that want to trial at another club will be available to do so from the 1st June.

Where any team plays an unregistered or otherwise ineligible player or players, The FA Girls' Talent Development Sub-Committee may impose any punishment or order it considers appropriate, including (but not limited to) deducting any points won in any league match affected, awarding league points to the opposing team, expelling the team from a cup competition if any match affected was played in that cup competition, allowing the opposing team to progress to the next round of that cup competition, ordering any match to be replayed, and / or imposing a fine.

5.5 *Player Transfers*

The Football Association will provide clubs with a 'player agreement' template for all registered Regional Talent Club players.

Player Agreement:

- (a) Every Regional Talent Club player is to be given a minimum of a 1 year agreement or a maximum of a 3 year agreement, subject to FA and external funding and the Regional Talent Club meeting the required criteria.

- (b) A player may de-register at any time if returning to grassroots football (ie any club outside of the talent pathway) or advancing to senior football. If the player has left and wishes to re-join the same Regional Talent Club at a later date in the same season they may do so during the December or June transfer window.
- (c) A player wishing to move to another Regional Talent Club is allowed to during the June transfer window. Only if both Regional Talent Clubs and the player are in agreement can the player move during the December transfer window.
- (d) If a player wishes to leave the Club and join another Regional Talent Club outside of the transfer windows, then they can make an appeal to The Football Association

Guidelines regarding player compensation should be followed as per the Women's Football Pyramid Regulations.

- 5.6 Regional Talent Clubs must give seven clear days' notice of approach in writing to the registered youth team with which the trialist plays as per Football Association Rule C2 (a).
- 5.7 A club must not approach, directly or indirectly, any player registered with another Regional Talent Club from 1st July until 31st May.
- 5.8 Regional Talent Clubs (Tier 2) must provide the following training programmes a week:
 - U16 and U14 registered players must receive a minimum of four hours practical training per week.
 - U12 and U10 registered players must receive a minimum of three hours practical training per week.
 - One dedicated Physical Performance session to be carried out per week for each age group is desirable (this can be included within the practical training hours).
 - Goalkeeping coaches must provide a minimum of 1 hour Goalkeeping specific coaching sessions per week per age band.
- 5.9 Clubs must adhere to a maximum 90-minutes travelling time from home to the training ground for all age groups.
- 5.10 A player is not entitled to be coached by a Regional Talent Club or to participate in games, tours or tournaments, unless the player is registered with that Club or is on trial.
- 5.11 All players registered at the Regional Talent Club must be potentially eligible to play for England.

6. FACILITIES

- 6.1 The following minimum facilities are required for all weekly practical training sessions in the playing season:
 - Adequate washing facilities and toilets
 - Separate treatment room
 - Rapid access to qualified medical expertise
 - A recognised parent/visitor area for those observing the session or waiting is desirable
 - An Emergency Aid Plan documented and clearly displayed
 - An accessible defibrillator is recommended

The appropriate size of coaching area per age band must be provided:

U16s and U14s to train for all technical sessions on a minimum of one half of a full size 3G Football Turf/Grass pitch for each age group.

U12s and U10s to train for all technical sessions on a minimum of one third of a full size 3G Football Turf/Grass pitch for each age group.

It is good practice if the U10s train indoors but not mandatory

- 6.2 All other coaching activities, i.e. physical development sessions, gym work, etc must meet the minimum facility requirements and take place in an appropriate size area dependant on the activity.
- 6.3 The following minimum facilities are required for FA Organised match day fixtures for U16s and U14s:
- Adequate washing facilities and toilets
 - Separate treatment room
 - Rapid access to qualified medical expertise
 - All 3G football turf pitches must be FA approved
 - An Emergency Aid Plan documented and clearly displayed
 - An accessible defibrillator is recommended
- U16s to play 11v11 on a maximum pitch size of 100 yards x 60 yards (91m x 56m), using a size 5 ball
- U14s to play 11 v 11 on a pitch size 80 yards x 50 yards (75m x 45m), using a size 4 ball and 9 v 9 goalposts.
- 6.4 U12s and U10s age groups will be required to meet the minimum facility requirements and play in the format stated in the rules and regulations of the local Charter Standard boys league entered.
- 6.5 Risk assessments must be carried out for all facilities. This process must include annual checks and spot check assessments. Proof of these checks must be made available if requested by The Football Association.

7. STAFF

7.1 *General Requirements:*

In addition to meeting any applicable requirements set out in Regulation 4 regarding Safeguarding Children, all coaches registered and FA licensed to coach in Regional Talent Clubs (Tier 2) must by the 1st June 2016 hold the appropriate qualification to coach at that level, as outlined in the regulations, and have a FA Emergency Aid qualification.

All technical staff must be a FA Licenced Coaches Club member by 1st December 2016. Any staff who are not a member for the start of the season will not be able to coach in the Regional Talent Club, and funding for these positions will be withheld until the staff are licenced. Any member of technical staff at the Regional Talent Club not licenced by 1st December will result in non-payment of the second grant instalment.

7.2 *Technical Staff*

- One Technical Director – to hold a UEFA A Licence and must have completed FA Youth Award Modules 1 and 2. The Technical Director must be present at all training sessions unless they are split over two sites, and attend one fixture each weekend. They must not be Head or Assistant Coach for an age group.
- U16s and U14s Head Coaches – both to hold UEFA B Licence and must have completed FA Youth Award Modules 1 and 2.
- U16s Assistant Coach - to hold UEFA B Licence and must have completed FA Youth Award Modules 1 and 2.
- U14s Assistant Coach - to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Modules 1 and 2. No assistant coach is required unless player registrations for this age group exceed 16.
- U12s and U10s Head Coaches – both to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Modules 1 and 2.

- U12s and U10s Assistant Coaches – to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Modules 1 and 2. No assistant coach is required unless player registrations for these age groups exceed 16.
- One representative who will be present at all U12s and U10s training sessions and matches must hold a FA Basic First Aid for Sport (BFAS) qualification.
- One Goalkeeping coach – to hold a minimum of FA Level 2 in Goalkeeping Award and must have completed FA Youth Award Modules 1 and 2.

7.3 *Administrative Staff*

- One Club Manager – to take responsibility of all administration and organisation duties. The Club Manager must be present at all training sessions and attend one fixture each weekend. The Club Manager must not be the same person as the Technical Director.
- One Financial Lead – to take responsibility of the finances and cash flow for the Regional Talent Club, and be the main point of contact for financial discussions with The Football Association.

7.4 *Performance Services Staff*

- One HCPC Registered Physiotherapists or Sports Therapist. A Sports Therapist must hold a degree in sports therapy, have full membership of the Society of Sports Therapy and have adequate indemnity insurance. They must hold a minimum of the FA Basic First Aid for Sport (BFAS) qualification and should undertake an annual review of clinical governance.

They must attend all training sessions and matches (home & away). They must deliver prehab and rehab programmes and keep comprehensive player medical records.

- One Physical Performance Coach who has completed a relevant degree programme in Sports Science or a Sport Science related discipline and holds the FA Emergency Aid qualification.

They must have or demonstrate evidence of working towards either The FA's Level 3 Physical Performance Award, CSCS or UKSCA accreditation. Working towards or holding BASES Accreditation is desirable.

The Physical Performance Coach should have established links/partnerships with Higher Education Institutions for further physical performance related support, to help establish and implement the club's physical performance strategy. They must be present at all physical development sessions and must attend one game per weekend.

- One Performance Analyst is desirable.
- One Club Doctor is desirable.
- One Sports Psychologist is desirable. To undertake team workshops.

7.5 *Additional Staff*

- One Welfare lead – must have clear welfare reporting lines. Desirable to hold FA Emergency Aid qualification.
- Cover coaches available who are registered, FA Licenced and meet all the same coach criteria.

7.6 *Other Staff Requirements*

The Technical Director OR Club Manager working within the employing organisation as their fulltime job is desirable.

It is best practice to have 2 appropriately qualified coaches with all age group at all times.

It is best practice to have female coaches with each age group. This will support FA Regional Talent Clubs with meeting the requirements of the FA Safeguarding Children Policy and Procedures - Travel, Trips and Tournaments.

7.7 *Female Coach Development*

The Football Association is committed to mentoring and developing female coaches, where they can be nurtured and supported. Female coaches at the Regional Talent Club (Tier 2) must receive regular observation and written feedback from the Technical Director, and talented female coaches must be encouraged to access The FA Girls' England Talent Pathway Professional Development Programme.

The support of female Level 1 coaches is encouraged but only as volunteers at the Club and they must not coach at any training session until they have the Level 2 award and FA Youth Award Modules 1 and 2. To volunteer they must have a DBS Enhanced CRC via The FA CRB, have completed The Football Association's Safeguarding Children Workshop, and be a Licenced Coaches Club Member.

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8. **PLAYER DEVELOPMENT**

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All players and parents must complete an annual induction programme and be provided with induction documents.

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U12 and U10 players will participate through their Regional Talent Club in an appropriately identified local Charter Standard Boys League fixtures programme. This would be organised by the Regional Talent Club who must follow entry procedures.

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The average:

1. number of league, cup, friendly and international fixtures
2. length of the season
3. of one game per week

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Regional Talent Club players must not play more than 1 game in any given weekend.

It will be the responsibility of the Technical Director of the Regional Talent Club to monitor the number of games in which the player takes part.

9.3 *Avoidance of Conflict of Fixtures*

It is hoped that conflict will be avoided between Schools, Counties and FA Regional Talent Clubs football.

A national programme of fixtures for U16s and U14s will be provided by The Football Association and each club is asked to provide this information to their County Schools and County FA representatives. This programme will include a number of Open Weekends where priority will be given on those dates to County FA and County Schools Under 14 and Under 16 representative matches.

County Football Associations, the English Schools Football Association and the Independent Schools Football Association will advise, in writing, the dates of their matches to a Regional Talent Club with which the player is registered, no less than 14 days prior to the match. Except in the case of postponed matches where the rearranged date shall be agreed by mutual consent and preferably during mid-week. This mid-week rearranged date will take priority over a club training evening.

9.4 *Regional Talent Club Trialists*

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9.4.1 The Regional Talent Club must give seven clear days' notice of approach to the player's registered Club.

9.4.2 Players, including registered players and trialists, must only play 1 game in any given weekend. Clubs may include no more than two players from one junior team and no more than four in total on a trial basis in any one match. The normal trial

period shall be regarded as four matches after which players must either become signed to the Club or released. Clubs can apply to The Football Association for a longer trial period for goalkeepers.

9.5 At all FA Regional Talent Club fixtures, team sheets must be available, detailing each player's name, date of birth and appropriate shirt number.

9.6 *Matches for Under 16s:*

- To be organised as coached games and can be played as per FA Regulations for the 11 a-side game
- The host club to be responsible for appointing qualified match officials
- A HCPC Physiotherapist or qualified Sports Therapist as per rule 7.4 from the Regional Talent Club to be in attendance at all matches
- To have return substitutions
- To have footballs and pitches of appropriate size as per rule 6.3
- To play in a Tier 2 and 3 Regional Talent Club league
- To compete in the FA Girls' U16 Youth Cup
- To arrange fixtures against Charter Standard boys teams, Academy boys teams or additional Regional Talent Club friendlies

9.7 *Matches for Under 14s:*

- To be organised as coached games
- The host club to be responsible for appointing qualified match officials
- A HCPC Physiotherapist or qualified Sports Therapist as per rule 7.4 from the Regional Talent Club to be in attendance at all matches
- To have roll on, roll off substitutions
- To have footballs and pitches of appropriate size as per rule 6.3
- To play in a Tier 2 and 3 Regional Talent Club fixture programme
- To arrange fixtures against Charter Standard boys teams, Academy boys teams or additional Regional Talent Club friendlies

9.8 *Matches for Under 10 and Under 12:*

- To follow the Charter Standard Boys League rules and regulations they are playing in
- To have a qualified BFAS coach present at all matches
- The FA must be informed of all scheduled matches, and records kept of all fixtures

9.9 *Matches for 16 Year Olds:*

16 year old players that are registered with a Regional Talent Club and want to play senior football can only play one fixture per weekend whilst still registered at the Club. Club fixtures take priority over senior fixtures unless written permission is given by The Football Association.

9.10 *Respect*

To adopt all 'Respect League' processes at each age group at every game.

9.11 *Players playing up and down*

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- Details of each match played
- Date
- Venue
- Names of all participating players

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In the event of a player or parent /carer having a grievance against a Regional Talent Club or employee of that Club which is FA licensed, the following procedure is to be followed:

- The grievance should be made in writing to the Club Manager in the first instance and sent in an envelope marked confidential, stating the nature of the grievance and the player's full name.
- In the event of the grievance being against the Club Manager, the outline of grievance should be sent to the employing body.
- The grievance shall be investigated by the Club Manager or employing body and following the investigation the findings shall be reported to the person lodging the grievance in writing within 7 days of the investigation.
- If the person lodging the grievance is not satisfied with the outcome of the procedure then it is possible to refer the matter to The Football Association to review the process undertaken and make any suggestions it deems appropriate with a view to resolving the grievance.

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Any concern about the welfare of a young player will be managed in line with The FA's Safeguarding Children Policy and Procedures. It is essential that staff recognise it is not their responsibility to decide if abuse is happening but to refer the concern on for the professionals to manage. If any staff member has concern about the way a concern is being managed they may make use of the FAs Whistle Blowing Policy which is stated below.

"Whistle-blowing"

Whistle-blowing is an early warning system. It is about revealing and raising concerns over misconduct or malpractice within an organisation or within an independent structure associated with it.

Any adult or young person with concerns about a colleague can also use whistle-blowing by contacting The FA Safeguarding Case Team on 0800 169 183 Ex.6300. Alternatively you can go direct to the Police or Children's Social Care and report your concerns there.

CRITERIA FOR RUNNING AN FA GIRLS' REGIONAL TALENT CLUB TIER 3 2016-17 SEASON

FA Rule C4 (b) applies to all players within The Football Association Girls' Talent Development Programme.

1. PURPOSE

The purpose of The Football Association Girls' Regional Talent Club Programme is to identify and support the development of elite female players within a technical and educational programme to enable them to fulfil their sporting potential.

2. SCOPE

Any club or organisation may not designate any technical or educational programme as a Regional Talent Club unless that Regional Talent Club is licensed by The Football Association under these regulations.

3. QUALITY CONTROL

3.1 *Requirements to authorise the award of Tier 3 Licences:*

3.1.1 Licence Application:

Licences will be awarded for a maximum of three years starting in 2016-17 season, subject to FA and external funding, and meeting the licence criteria. Business plans must be submitted annually and reflect the agreed regulations. The Club's application and business plan for the 2016-17 Regional Talent Club licence is to be made available for review at the request of The Football Association Women's Football Board.

3.1.2 Monitoring:

The Football Association will institute a programme of visits to monitor the regulations.

3.1.3 Reports:

Each visit to a Regional Talent Club by a Member of The Football Association Women's Football Committee will be reported upon.

3.1.4 Financial Funding and Monitoring:

Each Regional Talent Club (Tier 3) must commit a monetary contribution of £6,000 towards the running and management of the Club. Evidence of the spend will be submitted in a FA cash flow document along with copies of invoices, twice yearly to The Football Association. Failure to do so by the required date will result in non-payment of the grant.

3.1.5 The Football Association Women's Football Board has the right to refuse / withdraw a club's licence with immediate effect.

3.2 *Registration:*

3.2.1 The Football Association will be responsible for providing registration forms for the registration of all players at a Regional Talent Club.

3.2.2 Age year bands will operate from 1st September to 31st August of the following year.

3.3 *Regional Talent Club (Tier 3) Fixtures:*

The following fixture programme will be expected for each age group:

- U16s: To play in a Regional Tier 2 and 3 Talent Club league and The FA Girls' U16 Youth Cup, with the programme of fixtures provided by The Football Association.

U16s in a Regional Talent Club are also permitted to play against other Regional Talent Clubs, Charter Standard Boys teams and Boys EPPP Academies.

- U14s: To play in a Regional Tier 2 and 3 Talent Club fixture programme provided by The Football Association. U14s in a Regional Talent Club are also permitted to play against other Regional Talent Clubs, Charter Standard Boys teams and Boys EPPP Academies.
- U12s: To enter and participate as a team in local Charter Standard U12s boys leagues.
- U10s (if applicable): To enter and participate as a team in local Charter Standard U10s boys leagues.

3.4 *Fees:*

Registration fees and Licence fees to be at the discretion of The Football Association. Any fees required to enter a boys league will be the responsibility of the Regional Talent Club.

3.5 *Learning Programme and Support Service:*

Regional Talent Clubs are expected to support their staff's involvement in the FA Girls' Professional Development Programme and attend any compulsory training events provided by The Football Association.

3.6 *Quality Audit:*

The Football Association will evaluate the performance of Regional Talent Clubs based on objective criteria, and Clubs are expected to fully support any audits carried out.

4. **SAFEGUARDING CHILDREN**

4.1 All Regional Talent Clubs are required to comply in full with The Football Association's Safeguarding Children Policy and Procedures and Regulations. It is essential that all Regional Talent Clubs have a Safeguarding Children Policy in place and procedures for dealing with concerns about the welfare of a young person. This must be available to all staff and volunteers, parents/carers and players.

4.2 All staff and volunteers involved at a Regional Talent Club must be registered with the Club and meet the staff criteria qualifications and requisitions. The register must be kept up to date and any person who is not registered shall have no involvement with the Regional Talent Club. This requirement shall apply to all persons involved at the Regional Talent Club, including technical, administration, performance services, welfare and ancillary staff and volunteers etc.

4.3 The register may be liable to inspection and verification at any time by The Football Association as appropriate.

4.4 The recruitment process for all staff and volunteers must comply with The FA guidance as set out in the Safeguarding Children Policy and Procedures and Regulations. This includes the taking up of at least two references, interviewing and completion of the requisite Criminal Records Checks.

4.5 All persons who work in regulated activity with children and young people at a Regional Talent Club must complete a DBS Enhanced Criminal Records Check (CRC) with Children's Barred List via The FA CRB when the offer of the post is made, or when they are required to renew their CRC in line with FA Policy, every 3 years.

4.6 All people in a role at a Regional Talent Club shall be required to be trained in safeguarding children issues at least to include satisfactory completion of The Football Association's Safeguarding Children Workshop and to renew this training every three years.

4.7 The Welfare lead at each Regional Talent Club (Tier 3) shall be designated as having responsibility for safeguarding children issues as part of the promotion of the welfare of children attending the Regional Talent Club and issuing identification to all club staff

members. All parents / carers and players must be made aware as to whom this person is and how to contact them. The Welfare lead must have attended the Safeguarding Children Workshop and attend safeguarding professional development training at least every three years and have the requisite Criminal Records Check.

5. CRITERIA TO OPERATE A REGIONAL TALENT CLUB (TIER 3)

Regional Talent Club Licences will be awarded by The Football Association in accordance with regulations laid down by The Football Association, and renewed annually.

5.1 An organisation may only operate one Regional Talent Club.

5.2 Public liability insurance is required with a minimum of £10m indemnity. A copy of this cover must be submitted to The Football Association in your business plan by 1st June. Player to player liability is recommended but is not mandatory. The Football Association does not provide Personal Accident Insurance, therefore it is recommended that Clubs address this independently through other agencies.

5.3 Regional Talent Clubs (Tier 3) must operate at Under 16, Under 14, Under 12 age groups (Under 10s are optional). The Club must register the following number of players per age group:

Under 16: 15 min – 18 max players per year band

Under 14: 15 min – 18 max players per year band

Under 12: 12 min – 15 max players per year band

Under 10: 10 min – 15 max players per year band (optional)

5.4 The Club is to run for a minimum of 30 weeks, ideally 36 weeks, between the months of July and May. The major trial period is to be held in the month of June.

If the Club needs to close for any period of time it has to first seek permission from The Football Association.

All players registered at a club between the 1st – 30th May must be told in writing whether they:

1. Will receive a player agreement to re-sign for their current club for the next season if they choose to accept it.
2. Will need to trial to re-secure a place at their current club for the next season.
3. Will be released by their current club and not be asked to trial for next season.

Players can decide to accept the offer and therefore may or may not decide to trial at another club. If they accept the offer, after 1st July they will be registered for the next season with their existing club.

Players that want to trial at another club will be available to do so from the 1st June.

Where any team plays an unregistered or otherwise ineligible player or players, The FA Girls' Talent Development Sub-Committee may impose any punishment or order it considers appropriate, including (but not limited to) deducting any points won in any league match affected, awarding league points to the opposing team, expelling the team from a cup competition if any match affected was played in that cup competition, allowing the opposing team to progress to the next round of that cup competition, ordering any match to be replayed, and / or imposing a fine.

5.5 *Player Transfers*

The Football Association will provide clubs with a 'player agreement' template for all registered Regional Talent Club players.

Player Agreement:

- (a) Every Regional Talent Club player is to be given a minimum of a 1 year agreement or a maximum of a 3 year agreement, subject to FA and external funding and the Regional Talent Club meeting the required criteria.

- (b) A player may de-register at any time if returning to grassroots football (ie any club outside of the talent pathway) or advancing to senior football. If the player has left and wishes to re-join the same Regional Talent Club at a later date in the same season they may do so during the December or June transfer window.
- (c) A player wishing to move to another Regional Talent Club is allowed to during the June transfer window. Only if both Regional Talent Clubs and the player are in agreement can the player move during the December transfer window.
- (d) If a player wishes to leave the Club and join another Regional Talent Club outside of the transfer windows, then they can make an appeal to The Football Association

Guidelines regarding player compensation should be followed as per the Women's Football Pyramid Regulations.

- 5.6 Regional Talent Clubs must give seven clear days' notice of approach in writing to the registered youth team with which the trialist plays as per Football Association Rule C2 (a).
- 5.7 A club must not approach, directly or indirectly, any player registered with another Regional Talent Club from 1st July until 31st May.
- 5.8 Regional Talent Clubs (Tier 3) must provide the following training programmes a week:
 - U16 and U14 registered players must receive a minimum of four hours practical training per week.
 - U12 and U10 registered players must receive a minimum of three hours practical training per week.
 - Physical Performance must be considered in session plans and delivery.
 - Goalkeeping coaches must provide a minimum of 1 hour Goalkeeping specific coaching sessions per week per age band.
- 5.9 Clubs must adhere to a maximum 90-minutes travelling time from home to the training ground for all age groups.
- 5.10 A player is not entitled to be coached by a Regional Talent Club or to participate in games, tours or tournaments, unless the player is registered with that Club or is on trial.
- 5.11 All players registered at the Regional Talent Club must be potentially eligible to play for England.

6. FACILITIES

- 6.1 The following minimum facilities are required for all weekly practical training sessions in the playing season:
 - Adequate washing facilities and toilets
 - Separate treatment room
 - Rapid access to qualified medical expertise
 - A recognised parent/visitor area for those observing the session or waiting is desirable
 - An Emergency Aid Plan documented and clearly displayed
 - An accessible defibrillator is recommended

The appropriate size of coaching area per age band must be provided:

U16s and U14s to train for all technical sessions on a minimum of one half of a full size 3G Football Turf/Grass pitch for each age group.

U12s and U10s to train for all technical sessions on a minimum of one third of a full size 3G Football Turf/Grass pitch for each age group.

If applicable it is good practice for the U10s train indoors but not mandatory.

- 6.2 All other coaching activities, i.e. gym work, must meet the minimum facility requirements and take place in an appropriate size area dependant on the activity.
- 6.3 The following minimum facilities are required for FA Organised match day fixtures for U16s and U14s:
- Adequate washing facilities and toilets
 - Separate treatment room
 - Rapid access to qualified medical expertise
 - All 3G football turf pitches must be FA approved
 - An Emergency Aid Plan documented and clearly displayed
 - An accessible defibrillator is recommended
- U16s to play 11v11 on a maximum pitch size of 100 yards x 60 yards (91m x 56m), using a size 5 ball
- U14s to play 11 v 11 on a pitch size 80 yards x 50 yards (75m x 45m), using a size 4 ball and 9 v 9 goalposts.
- 6.4 U12s and U10s age groups will be required to meet the minimum facility requirements and play in the format stated in the rules and regulations of the local Charter Standard boys league entered.
- 6.5 Risk assessments must be carried out for all facilities. This process must include an annual check assessment. Proof of this check must be made available if requested by The Football Association.

7. STAFF

7.1 *General Requirements:*

In addition to meeting any applicable requirements set out in Regulation 4 regarding Safeguarding Children, all coaches registered and FA licenced to coach in Regional Talent Clubs (Tier 3) must by the 1st June 2016 hold the appropriate qualification to coach at that level, as outlined in the regulations, and have a FA Emergency Aid qualification.

All technical staff must be a FA Licenced Coaches Club member by 1st December 2016. Any staff who are not a member for the start of the season will not be able to coach in the Regional Talent Club, and funding for these positions will be withheld until the staff are licenced. Any member of technical staff at the Regional Talent Club not licenced by 1st December will result in non-payment of the second grant instalment.

7.2 *Technical Staff*

- One Technical Director – to hold a minimum of UEFA B Licence for at least three years and must have completed FA Youth Award Modules 1 and 2. The Technical Director must be present at all training sessions unless they are split over two sites, and attend one fixture each weekend. They must not be Head or Assistant Coach for an age group.
- U16s and U14s Head Coaches – both to hold UEFA B Licence and must have completed FA Youth Award Modules 1 and 2.
- U16s Assistant Coach - to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Modules 1 and 2.
- U14s Assistant Coach - to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Modules 1 and 2. No assistant coach is required unless player registrations for this age group exceed 16.
- U12s and U10s Head Coaches – both to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Modules 1 and 2.

- U12s and U10s Assistant Coaches – both to hold a minimum of FA Level 2 Certificate in Coaching Football and must have completed FA Youth Award Modules 1 and 2. No assistant coach is required unless player registrations exceed 16.
- One Goalkeeping coach – to hold a minimum of FA Level 2 in Goalkeeping Award and must have completed FA Youth Award Modules 1 and 2.

7.3 *Administrative Staff*

- One Club Manager – to take responsibility of all administration and organisation duties. The Club Manager must be present at all training sessions and attend one fixture each weekend. The Club Manager must not be the same person as the Technical Director.
- One Financial Lead – to take responsibility of the finances and cash flow for the Regional Talent Club, and be the main point of contact for financial discussions with The Football Association.

7.4 *Performance Services Staff*

- One HCPC Registered Physiotherapists or Sports Therapist. A Sports Therapist must hold a degree in sports therapy, have full membership of the Society of Sports Therapy and have adequate indemnity insurance. They must hold a minimum of the FA Basic First Aid for Sport (BFAS) qualification and should undertake an annual review of clinical governance.
They must attend all training sessions and matches (home & away). They must deliver prehab and rehab programmes and keep comprehensive player medical records.
- One Physical Performance Coach is desirable. They must be working towards or have completed a relevant degree programme in Sports Science or a Sport Science related discipline and hold FA Emergency Aid qualification. They should provide documented strategies for match day physical performance support with demonstrable evidence of its application.
- One Club Doctor is desirable.
The Regional Talent Club (Tier 3) should have established links/partnerships with Higher Education Institutions for physical performance related support to help establish the club's physical performance strategy.

7.5 *Additional Staff*

- One Welfare lead – must have clear welfare reporting lines. Desirable to hold FA Emergency Aid qualification.

7.6 *Other Staff Requirements*

It is best practice to have 2 appropriately qualified coaches with all age group at all times.

It is best practice to have female coaches with each age group. This will support FA Regional Talent Clubs with meeting the requirements of the FA Safeguarding Children Policy and Procedures - Travel, Trips and Tournaments.

7.7 *Female Coach Development*

The Football Association is committed to mentoring and developing female coaches, where they can be nurtured and supported. Talented female coaches at the Regional Talent Club (Tier 3) must be encouraged to access the The FA Girls' England Talent Pathway Professional Development Programme.

The support of female Level 1 coaches is encouraged but only as volunteers at the Club and they must not coach at any training session until they have the Level 2 award and FA Youth Award Modules 1 and 2. To volunteer they must have a DBS Enhanced CRC via The FA

CRB, have completed The Football Association's Safeguarding Children Workshop, and be a Licenced Coaches Club Member.

7.8 *Staff Review and Development*

Regional Talent Clubs (Tier 3) must have personal development plans in place for all technical staff working at the Club. A minimum of two staff performance reviews must be held per season by the Technical Director, and the Club must identify a programme of training and CPD opportunities to offer their workforce.

7.9 *Support to Grassroots Clubs and Coaches*

Regional Talent Clubs (Tier 3) must host one open evening in conjunction with their County FA for grassroots clubs and coaches to attend and learn about what the Club delivers. In addition one guest session must be delivered at grassroots club/s by Regional Talent Club staff.

8. **PLAYER DEVELOPMENT**

All players at the Regional Talent Club (Tier 3) must receive two player reviews and feedback sessions per season. Reviews must be available at the request of The Football Association. All players and parents must complete an annual induction programme.

9. **FA GIRLS' ENGLAND TALENT PATHWAY FOOTBALL**

9.1 *Player Eligibility*

Players are licensed in 4 categories as outlined below:

- A International Football and FA Regional Excellence Camps
- B The FA Girls' Regional Talent Club Programme
- C All Schools Football
- D Local Youth Leagues including County Representative Matches

9.1.1 International Football

Players in The FA Girls' Regional Talent Club Programme selected for any England Women U15, U16 and U17 squads are not permitted to play in English Schools FA camps or fixtures.

Players shall be released to play in County FA and County Schools Under 14 and Under 16 representative competitions, provided the fixtures fall on an open weekend.

9.1.2 Regional Excellence Camps – U16s and U14s

Players will be identified by FA Regional Elite Women's Coach Developers and invited to trial for a Regional Excellence Camp. Players eligible will be those registered at Regional Talent Clubs as well as those playing in Advanced Coaching Centres, Grassroots football, Boys football and County Schools football.

9.1.3 Regional Talent Clubs

Players registered with a Regional Talent Club cannot be signed to any other club.

U12 and U10 players will participate through their Regional Talent Club in an appropriately identified local Charter Standard Boys League fixtures programme. This would be organised by the Regional Talent Club who must follow entry procedures.

9.2 *Recommended Number of Games*

The recommended number of games for a player per season is up to 40. This figure has been worked out based on these principles:

The average:

1. number of league, cup, friendly and international fixtures
2. length of the season
3. of one game per week

The conclusion and recommendation is to prevent overuse, especially in young players, burn out and encourage longevity and greater practice to match ratios.

Regional Talent Club players must not play more than 1 game in any given weekend.

It will be the responsibility of the Technical Director of the Regional Talent Club to monitor the number of games in which the player takes part.

9.3 *Avoidance of Conflict of Fixtures*

It is hoped that conflict will be avoided between Schools, Counties and FA Regional Talent Clubs football.

A national programme of fixtures for U16s and U14s will be provided by The Football Association and each club is asked to provide this information to their County Schools and County FA representatives. This programme will include a number of Open Weekends where priority will be given on those dates to County FA and County Schools Under 14 and Under 16 representative matches.

County Football Associations, the English Schools Football Association and the Independent Schools Football Association will advise, in writing, the dates of their matches to a Regional Talent Club with which the player is registered, no less than 14 days prior to the match. Except in the case of postponed matches where the rearranged date shall be agreed by mutual consent and preferably during mid-week. This mid-week rearranged date will take priority over a club training evening.

9.4 *Regional Talent Club Trialists*

Once a player has been identified by a Regional Talent Club member of staff as having potential to be in the Club, then the member of staff must inform the Regional Talent Club Manager.

9.4.1 The Regional Talent Club must give seven clear days' notice of approach to the player's registered Club.

9.4.2 Players, including registered players and trialists, must only play 1 game in any given weekend. Clubs may include no more than two players from one junior team and no more than four in total on a trial basis in any one match. The normal trial period shall be regarded as four matches after which players must either become signed to the Club or released. Clubs can apply to The Football Association for a longer trial period for goalkeepers.

9.5 At all FA Regional Talent Club fixtures, team sheets must be available, detailing each player's name, date of birth and appropriate shirt number.

9.6 *Matches for Under 16s:*

- To be organised as coached games and can be played as per FA Regulations for the 11 a-side game
- The host club to be responsible for appointing qualified match officials
- A HCPC Physiotherapist or qualified Sports Therapist as per rule 7.4 from the Regional Talent Club to be in attendance at all matches
- To have return substitutions
- To have footballs and pitches of appropriate size as per rule 6.3
- To play in a Tier 2 and 3 Regional Talent Club league

- To compete in the FA Girls' U16 Youth Cup
- To arrange fixtures against Charter Standard boys teams, Academy boys teams or additional Regional Talent Club friendlies

9.7 *Matches for Under 14s:*

- To be organised as coached games
- The host club to be responsible for appointing qualified match officials
- A HCPC Physiotherapist or qualified Sports Therapist as per rule 7.4 from the Regional Talent Club to be in attendance at all matches
- To have roll on, roll off substitutions
- To have footballs and pitches of appropriate size as per rule 6.3
- To play in a Tier 2 and 3 Regional Talent Club fixture programme
- To arrange fixtures against Charter Standard boys teams, Academy boys teams or additional Regional Talent Club friendlies

9.8 *Matches for Under 12 and Under 10 (if U10s are applicable):*

- To follow the Charter Standard Boys League rules and regulations they are playing in
- The FA must be informed of all scheduled matches, and records kept of all fixtures

9.9 *Matches for 16 Year Olds:*

16 year old players that are registered with a Regional Talent Club and want to play senior football can only play one fixture per weekend whilst still registered at the Club. Club fixtures take priority over senior fixtures unless written permission is given by The Football Association.

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To adopt all 'Respect League' processes at each age group at every game.

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- The grievance should be made in writing to the Club Manager in the first instance and be sent in an envelope marked confidential, stating the nature of the grievance and the player's full name.

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REGULATIONS RELATING TO ADVERTISING ON THE CLOTHING OF PLAYERS, CLUB OFFICIALS AND MATCH OFFICIALS

Introduction

These Regulations are made pursuant to FA Rule J2 and The Football Association's Regulation's for the Registration and Control of Referees.

All references to a club or clubs in these Regulations include any team, whether or not part of a club.

Clubs participating in International competitions must also comply with all relevant regulations of FIFA, UEFA and other Confederations.

It is recommended that clubs and football boot and clothing manufacturers seeking clarification of any of the regulations do so by referring to the specific competition rules and The Football Association.

We would encourage clubs and football boot and clothing manufacturers to seek feedback at the earliest possible time, in relation to designs and advertising from The Football Association and their specific competition. Clubs and manufacturers are reminded to obtain the necessary permissions before manufacture.

The Football Association have produced an on-line version of these regulations providing a practical guide on how to apply these formal regulations. This can be found at www.TheFA.com/football-rules-governance/more/kitadvertising

Definitions and Interpretation

"Advertising" means any designation, message, logo, trademark, name or emblem of any nature.

"Clothing" means the Match clothing of a Player, Club or Match Official and shall include without limitation shirts, shorts, socks, undershorts, t-shirts (or any other item of clothing worn under the shirt), sweat-bands, headbands, caps, tracksuits, gloves, waterproofs, sweat tops, sock tie-ups. Also, any outer garments worn by substitutes and Club Officials in the Technical Area at any time. Save where stated to the contrary, football boots are not considered as clothing.

"Clothing manufacturer" means any undertaking that carries out the business of the manufacture or licensing of football clothing and has been appointed by the Club concerned to supply the clothing.

"Club Officials" in these Regulations includes any Club Official as defined in the Rules who has team duties such as managers, coaches, physiotherapists, and doctors and includes any person who takes up a position in the Technical Area at any time during a Match

"Football boots" means any footwear worn during the period of a Match by a Player or Match Official.

[Note: In calculating the area of any advertising referred to in these Regulations, the usual mathematical formula will be used, and any outlines or box surrounds of the relevant designation, message, name, logo, emblem or mark, and all included space, shall be considered as part of the area of advertising. Please see the examples set out at the back of the Kit and Advertising regulations booklet. If any further guidance is needed, or a copy of the booklet, please email sanctioning@thefa.com]

A. GENERAL

1. Save as set out in these Regulations, advertising on clothing and football boots is prohibited during the period of a Match. This applies to Players, including substitutes, any others in the Technical Area, including Club Officials and to Match Officials. The rules of an Affiliated Association or Competition may provide that for matches under their jurisdiction a Club is obliged to obtain permission for any of the advertising listed in Section C below, subject always to these Regulations. Clubs must seek the permission of the Competition organiser in order to wear any items of clothing during any pre-match warm-up bearing a slogan or

message not otherwise covered by these regulations eg a message of support regarding an ill team-mate.

2. Where the rules of an Affiliated Association or Competition require a Club to obtain permission under A(1), a new application for permission must be made to the appropriate body each time it is proposed to amend the advertising. Subject to the provisions of Section B2 and Section C(5) below, or any relevant provisions of the appropriate Competition, there is no restriction on the number of such applications that may be made during the course of each season.
3. Disciplinary action in accordance with the Rules may be taken against a Club, Player, Club Official or Match Official for any breach of these Regulations.
4. The appearance on, or incorporation in, any item of clothing (including football boots) of any distasteful, threatening, abusive, indecent, insulting, discriminatory or otherwise ethically or morally offensive message, or any political message, is prohibited. The advertising of tobacco products is prohibited.
5. A Club shall observe all recognised advertising standards and in particular those of the Advertising Standards Authority.
6. Advertising entailing the use of numerals is permitted only if such numerals clearly form part of the advertising and cannot in any way be confused with Players' shirt numbers.
7. No colour or design may be used in advertising that might create problems of identification for Match Officials and/or opponents. The colour and design of the clothing of opponents, goalkeepers and match officials must be taken into account.
8. Without limiting the effect of the above, in the case of a team comprising players all under the age of 18 years on 31 August in the current season, the appearance on or incorporation in any item of clothing of any reference whatsoever to a product, service or other activity which is considered by The Football Association as detrimental to the welfare, health or general interest of young persons, or is otherwise considered inappropriate, having regard to the age of the players, is prohibited.

It is the view of The Football Association that examples of such products, services or related activities would include, but are not limited to, alcohol and gambling. Generally, reference to a public house or restaurant may be permissible, unless the establishment primarily or exclusively exists for the supply and consumption of alcohol (which is likely to be reflected in its alcohol licensing conditions). Alcoholic drinks, breweries and products, services or activities related to gambling are unlikely to be permissible under any circumstances.

Prior to entering into any contractual agreement with a product, activity or service that may be considered to be detrimental or inappropriate to young persons, clubs should contact The Football Association to seek approval.

9. Any issues arising in relation to the interpretation or effect of these Regulations shall be referred to The Football Association for its determination, which shall be final and binding (subject to provisions relating to Match Officials).
10. A Club shall supply on demand to The Football Association any item of clothing for consideration as to whether it complies with these Regulations.

B. PERMITTED ADVERTISING (not relating to sponsors)

The following advertising is permitted:

1. Club emblem and name

- (i) On football boots

The officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear without restriction.

(ii) On all other Clothing

The officially designated Club emblem (or part thereof), name, initials, nickname or a trademark by the Club, or a combination of such, may appear:

- (a) once only on the front of the shirt, providing it does not exceed an area of 100 square centimetres; and
- (b) once only anywhere on the shorts providing it does not exceed an area of 50 square centimetres; and
- (c) once only on each sock providing it does not exceed an area of 50 square centimetres.

An additional officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear on each sock or on any cap worn by a goalkeeper providing it does not exceed an area of 50 square centimetres and, where it appears on a sock, is covered when a football boot is worn.

- (d) once only on each sock tie-up providing it does not exceed an area of 100 square centimetres. The sock tie-up may show the Player's name, Player's squad number, Competition name, sponsor designation and date of match or any combination of the same. Clubs must receive the approval of the Competition for the use of sock tie-ups.

The officially designated Club emblem (or part thereof), name, initials, nickname, a trademark registered by the Club or web site address, may appear once only on the collar or collar zone of a shirt and/or tracksuit, provided such does not exceed an area of 12 square centimetres.

- (e) The club may incorporate one of its types of club identification or parts thereof, in jacquard weave form, as tonal print or by embossing the shirt and/or shorts. There is no limitation as to the number, size and positioning of the type of club identification chosen.

The design of such jacquard weave may also be the names of individuals (eg club supporter) providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. Clubs must receive the approval of the Competition to apply the names of individuals into a jacquard weave or similar technique.

The jacquard weave must be incorporated in the main colour and/or in one of the minor colours. It must not dominate, contain a contrasting colour, or affect the distinctiveness of the kit.

2. Clothing Manufacturer

(i) On football boots

The established mark, logo, name or model/style of football boots or their manufacturer, or a combination of the same, may appear without restriction.

(ii) On all other Clothing

The established mark, logo or name of a clothing manufacturer, or a combination of the same, may appear once only:

- (a) on the shirt and on the shorts provided it is an area no greater than 20 square centimetres;
- (b) on each of a goalkeeper's gloves, and on a goalkeeper's cap, provided such does not exceed an area of 25 square centimetres.
- (c) on each of an outfield player's gloves provided such does not exceed an area of 20 square centimetres.

- (d) on the front and back of any t-shirt or any other item of clothing worn under the shirt provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shirts during the period of the Match.
- (e) on undershorts worn under playing shorts provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shorts during the period of the Match.
- (f)
 - (i) The established mark, logo or name of a clothing manufacturer, or a combination of the same, may also appear up to twice on each sock between the top edge and the ankle, provided that it is an area no greater than 20 square centimetres for such mark, logo or name (or combination thereof) where it appears once on each sock or 10 square centimetres where it appears twice on each sock. It may be incorporated into the design of the socks, but must be limited to 10 square centimetres repeats and must be restricted to any turn-over on the socks.
 - (ii) An additional established mark, logo or name of a clothing manufacturer, or a combination of the same, may appear once only on each sock providing it does not exceed an area of 50 square centimetres and it is not visible when wearing a football boot.
- (g)
 - (i) An additional established mark, logo or name of the clothing manufacturer may be used once or repeatedly on either/or both sleeves as part of the design on the trim or taping of shirts, shorts and socks. Such trim or taping shall be limited to down the outer seam of the shirt (armhole to the bottom of the shirt), or the length of the sleeve (neck to cuff), or across the bottom of each sleeve (cuffs) and to the bottom edge of the shorts or down the outer seam of the shorts and across the top edge of the socks.
 - (ii) The mark, logo or name of the clothing manufacturer which appears once or repeatedly, as part of the design on the trim or taping of the shirts, shorts and socks shall be restricted to a maximum width of 10cm on the shirts and shorts and to a maximum width of 5cm on brand-new (unworn) socks.
- (h) The same established mark, logo or name or combination must appear on all clothing of all Players and Club Officials wherever such advertising appears. Once submitted to and approved by a Competition, the established mark, logo or name or combination on players' and club officials' clothing may not be modified during the course of that season, without the approval of the Competition.
- (i) In addition to the club identification, the manufacturer may incorporate one of its types of identification in jacquard weave form or by embossing in the shirt and/or shorts. The type of manufacturer identification chosen must not exceed 20 square centimetres. There is no limitation as to the number and positioning of the type of manufacturer identification chosen.

The jacquard weave must be incorporated in the main colour and/or one of the minor colours. It must neither dominate nor affect the distinctiveness of the kit.

3. Product marks and seals of quality

- (i) On football boots

The official licensing product mark or seal of quality is permitted on the outside of football boots without restriction.

- (ii) On all other Clothing

An official licensing product mark or seal of quality is permitted on the outside of the clothing only if Competition rules so allow. When placed on a shirt, such mark or seal may not exceed 10 square centimetres in size and shall be placed on an area which is hidden when the shirt is tucked inside the shorts.

A second, smaller licensing mark or seal of quality is allowed on the shirt which must not exceed 5 square centimetres and must be placed along the torso outer seam. In addition to any licensing product mark(s) or seal(s) of quality which may appear on the shirt, such a mark or seal is permitted on the shorts. It may not exceed 5 square centimetres.

4. Numbers

- (i) On football boots

A Player's shirt number may appear on his boots without restriction.

- (ii) On all other Clothing

Where the Competition rules require a number on the back of the shirt, it should be clearly legible and positioned in the centre of the back of the shirt.

The number should be between 20 cm and 35 cm in height with provision for each competition to set specific criteria.

A number may also appear on the front of the shorts which must correspond with the number on the shirt.

The number should be between 10 cm and 15 cm in height with provision for each competition to set specific criteria.

The officially designated logo or name of the Competition or combination of the same may appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. The officially designated logo or name of the Competition's designated charity or combination of the same may also appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. No other advertising or any other marking is allowed on players' shirt numbers.

5. Players Names and Personalisation

- (i) On football boots

A Player's name, including any appropriate nickname or initials, may appear on that Player's boots without restriction. Other names, places, appropriate nicknames or numbers of personal significance to that Player (e.g. the name or birthday of a family member, or the number of playing appearances made) may also appear on that Player's boots without restriction.

- (ii) On all other Clothing

The name of a player may appear on the back of shirts or tracksuits only if Competition rules so permit. The height of the lettering must not be greater than 7.5 centimetres.

6. Other Logos

- (i) On football boots
Except as permitted by paragraphs 1 – 5 above, the appearance of any logo of any description on a Player's football boots is prohibited.
- (ii) On goalkeeper gloves
A goalkeeper's name, including any appropriate nickname or initials, may appear on the goalkeeper's gloves providing such name etc does not exceed an area of 20 square centimetres.
- (iii) On all other Clothing
- (a) The officially designated logo or name of an Affiliated Association or Competition may appear once only on each sleeve of shirts, provided Affiliated Associations or Competition rules so permit. Such mark must appear between the shoulder seam and the elbow and must not exceed 100 square centimetres.
- (b) The officially designated logo, name of any awards or titles won in previous seasons or commemorative occasions (which may include any match details eg date, venue, opponents) may appear on shirts, provided such does not exceed an area of 100 square centimetres and permission has been granted from the Competition in which the kit is to be worn.
- (c) The national flag may appear once only on each sleeve of the playing shirt provided that Affiliated Associations and competition rules so permit and that it does not exceed an area of 25 square centimetres.
- (d) The officially designated name, logo or emblem of a registered charity may appear once only on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres. Alternatively, such a charity name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or in combination with a club sponsor logo, provided that a total area of 200 square centimetres is not exceeded.
- Before any such charity name, logo or emblem is used on a kit, permission must be granted from the Competition in which the kit is to be worn. Such permission may only be granted on a maximum of three occasions in any one season.

C. SPONSOR DESIGNATIONS

- (i) On football boots
Except as permitted by paragraphs 1 – 5 above, the appearance of any advertising of any description, including sponsors' designations, on a Player's football boots is prohibited.
- (ii) On all other Clothing
No sponsor advertising is permitted anywhere on the clothing of a Player on the field of play during a match except as provided for in this part C.
The following advertising is permitted:

1. Playing kit

- (a) On the clothing of a Player on the field of play, the following areas shall be permitted to be used for advertising
- One single area not exceeding 200 square centimetres on the front of the shirt

- One single area not exceeding 100 square centimetres on the back of the shirt; and
- One single area not exceeding 100 square centimetres on the back of the shorts.
- Once only on each sock tie-up providing it does not exceed an area of 100 square centimetres.

In the event that a Club or Competition elects to have an area of sponsor advertising only on the front of the shirt, and on no other item of playing kit, that area may be increased to a maximum of 250 square centimetres if approved by the Competition.

One or more company may be advertised and, in respect of any one company, one or more of its products. The same advertising must appear in the same form on the clothing of all Players and Club Officials, wherever such advertising appears, throughout the entirety of the match.

- (b) Any advertising under C(1) must be clearly separated from the items described in B above.
2. Tracksuits and other clothing in the Technical Area
- (a) Advertising may appear on tracksuits, and other items of clothing other than the clothing of a Player, on the field of play during a match in accordance with the size and locations set out in C1.
- The advertising carried on the tracksuits and other clothing worn by Players and Club Officials in the Technical Area can be either:
- (i) the same sponsor(s) as worn on the playing kit (home or away strips)
 - (ii) be additional to the sponsors as worn on the playing kit
 - (iii) a single sponsor that is an official partner of the relevant competition
3. Clubs may conclude sponsorship arrangements with different companies in respect of advertising permitted under C(1) above for both their 'home' and 'away' strips. Where Competition rules allow for a third strip to be worn, this may carry advertising as worn on either the "home" or "away" shirt. The third strip may carry an alternative sponsor advertisement with the permission of the Competition. The advertising must appear in the same form on the clothing of all Players and Club Officials wherever such advertising appears, throughout the entirety of the match.
4. Where a non-member Club wishes to include the name of a sponsor in its Club title, consent must be received in advance from the relevant Affiliated Association and where such consent is given, advertising on behalf of one company only shall be carried on the Club's match shirts, irrespective of the provisions of B (4) and C (1) above. No Full Member Club or Associate Member Club may include the name of a sponsor in its Club title without the consent of The Football Association.
5. No Club in Membership of The National League, the Isthmian League, Northern Premier League or Southern Football League may include the name of a sponsor in its Club title without the consent of the competition and, in the case of a Full Member Club or Associate Member Club, the consent of The Football Association.
6. Clubs with more than one team may conclude separate shirt advertising agreements on behalf of each team.

D. MATCH OFFICIALS

No advertising of any nature, save as set out below, is permitted on Match Officials' clothing or football boots without the consent of The Football Association.

The following advertising is permitted:

1. The mark, logo or name of a clothing manufacturer or a combination of the same, may appear:
 - (a) once only on the shirt provided it is an area no greater than 20 square centimetres.
 - (b) once only on the shorts provided it is an area no greater than 12 square centimetres.
 - (c) incorporated into the design of the socks, but must be limited to an area no greater than 12 square centimetres.
2. Jacquard Weave

A jacquard weave or similar technique such as embossing shall be allowed providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. The design of such jacquard weave may be the manufacturer's mark, logo or name. The jacquard weave shading shall be restricted to two shades differing from the base colour, using a standard Pantone reference manual.
3. Sponsor Advertising

Sponsor Advertising in accordance with FIFA Equipment Regulations is permitted only on shirt sleeves and the total surface area of the advertising shall not exceed 200 square centimetres. Any sponsorship contract must be made between the sponsor and The Football Association. Individual Affiliated Associations or Leagues are not permitted to enter into sponsorship contracts.
4. Badges

Match kit shirts may carry the recognised badge of the appropriate Competition once only, which must be on either site of the breast pocket. This badge must not exceed an area of 20 square centimetres and, where it contains the established trademark, trade name or logo of a sponsor of the Competition, must be approved by The Football Association in advance.

In addition to the recognised competition badge the match kit shirt may carry once only on either site of the breast pocket an officially designated badge of FIFA, The Football Association, the relevant Affiliated Association or the Referees' Association (where relevant).
5. Sock Tie-Up

Each sock tie-up may show the name and/or badge of appropriate Affiliated Association or the Referees' Association providing it does not exceed an area of 100 square centimetres.

No advertising is allowed.

THE FOOTBALL ASSOCIATION EQUALITY POLICY

The Association is responsible for setting the standards and values to apply throughout football at every level. Football is for everyone; it belongs to, and should be enjoyed by, anyone who wants to participate in it.

The aim of this Policy is to ensure that everyone is treated fairly and with respect and that The Association is equally accessible to all.

All Participants should abide and adhere to this Policy and to the requirements of the Equality Act 2010.

The Association's commitment is to promote inclusion and to confront and eliminate discrimination whether by reason of age, gender, gender reassignment, sexual orientation, marital status or civil partnership, race, nationality, ethnic origin, colour, religion or belief, ability or disability, pregnancy and maternity and to encourage equal opportunities.

This Policy is fully supported by the Board of The Association and the Director of Football Regulation and Administration is responsible for the implementation of this Policy.

The Association will ensure that it treats people fairly and with respect and that it will provide access and opportunities for all members of the community to take part in, and enjoy, its activities.

The Association will not tolerate harassment, including sexual harassment, bullying, abuse or victimisation of a Participant, which for the purposes of this Policy and the actions and sanction applicable is regarded as discrimination, whether physical or verbal. The Association will work to ensure that such behaviour is met with appropriate action in whatever context it occurs.

The Association commits itself to the immediate investigation of any allegation, when it is brought to their attention, of discrimination and where such is found to be the case, The Association will require that the practice stop and impose sanctions as appropriate.

The Association is committed to inclusion and anti-discrimination and raising awareness and educating, investigating concerns and applying relevant and proportionate sanctions, campaigning, achieving independently verified equality standards, widening diversity and representation and promoting diverse role models are all key actions to promote inclusion and eradicate discrimination within football.

July 2016

THE ASSOCIATION'S SAFEGUARDING CHILDREN POLICY

Every child or young person who plays or participates in football should be able to take part in an enjoyable and safe environment and be protected from abuse. This is the responsibility of every adult involved in football, thus every club is required to endorse and adhere to The Association's Safeguarding Children Policy.

The Association recognises its responsibility to safeguard the welfare of children and young people who play or participate in football by protecting them from abuse and harm. The Association is committed to working to provide a safe environment for all children and young people to participate in the sport to the best of their abilities for as long as they choose to do so.

The Association recognises that the terms '**child or young person**', '**abuse**' and '**harm**' are open to interpretation and challenge but for the purpose of this Safeguarding Children policy they are defined as follows:

A **child or young person** shall be defined as:

'anyone who has not yet reached their 18th birthday.'

Abuse shall be defined as:

'a violation of an individual's human or civil rights by any other person or persons and, for the purposes of safeguarding children, shall include physical abuse, emotional abuse, sexual abuse, neglect, bullying and hazing.'

Harm shall be defined as:

'ill treatment and forms of ill treatment (including sexual abuse and forms of ill-treatment which are not physical) and also the impairment of or an avoidable deterioration in physical or mental health and the impairment of physical, intellectual, emotional, social or behavioural development.'

'**Harm**' may be caused by acts of commission and acts of omission.

The Safeguarding Children Policy is supported by The Association's **Respect** programme to address verbal abuse and bullying of youngsters by parents and coaches on the sidelines. The Association's Safeguarding Children Policy principles are that:

- The child's welfare is, and must always be, the paramount consideration;
- All children and young people have a right to be protected from abuse regardless of their age, gender, disability, culture, language, race, faith, belief or sexual orientation;
- All suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately; and
- Working in partnership with other organisations, children and young people and their parents and carers is essential.

The Association is committed to working in partnership with the Police, Children's Services Departments, Local Safeguarding Children's Boards (LSCB) and the Disclosure and Barring Service (DBS) in accordance with their procedures. This is essential to enable these organisations to carry out their statutory duties to investigate concerns and protect all children and young people.

The Association's Safeguarding Children Policy is in response to government legislation and guidance, developed to safeguard the welfare and development of children and young people.

Clubs and Leagues with youth teams must appoint a Welfare Officer in line with The Association's affiliation requirements.

All League and Club Welfare Officers are expected to abide by the Code of Conduct for volunteer Welfare Officers.

A CODE OF CONDUCT FOR VOLUNTEER WELFARE OFFICERS

The role of the Welfare Officers is to:

1. Be clear about the Club's/League's responsibilities when running activities for children and young people
2. Help those actively involved with children and young people understand what their duty of care means on a day to day basis

As a Welfare Officer they will act as a role model to others in accordance with the roles and responsibilities of their position, in line with The Association's Rules and Regulations, the Respect codes of conduct for officials and the laws of the game.

In fulfilling the role they accept that within the role of Welfare Officer they will:

- Be child centred at all times and promote a fun safe environment for children and young people
- Follow all of the The Association's policies and in particular procedures for reporting safeguarding concerns including discrimination
- Act appropriately in all situations brought to their attention
- Champion Best Practice within their Club/League
- Communicate and positively engage with the CFA WO on all poor practice/safeguarding matters brought to the attention of CFA /The FA
- Attend meetings as reasonably required by the Club Committee, Youth League and CFA
- Manage and deal with poor practice issues in an appropriate and timely manner
- Ensure appropriate levels of confidentiality and data security are maintained at all times
- Implement and manage a responsible recruitment process in line with The FA's policy and procedures
- Attend continued personal development (CPD) opportunities as offered by their CFA and show a commitment to keeping their training up to date

If they do not follow the above code any/all of the following actions may be undertaken by their Club, League, County FA or The Association (This is not an exhaustive list):

- Required to meet with the Club/League Committee, YLWO or CFA WO
- Required to follow an action plan monitored by the YLWO/CFA WO
- Required to complete an FA education course
- Imposing a fine or suspension
- Required to leave the Club/League they represent
- Removed from role by the Club/League/County FA/The Association
- On appointment, all League and Club Welfare Officers agree to uphold the Code of Conduct for volunteer Welfare Officers and understand the actions that may be taken should they fail to act in accordance with the Code. In agreeing to fulfil the role they confirm that they meet the criteria outlined within The FAs Suitability Checklist for YLWO/CWOs.

B WELFARE OFFICER PERSON SPECIFICATION AND SUITABILITY CHECKLIST**1. Person Specification**

- Experience of dealing or working with young people
- Knowledge and understanding of safeguarding children issues¹
- A good communicator in a variety of situations with people from diverse backgrounds
- Committed to and ability to abide by The Association's Rules and Regulations and promote The Association's Respect programme and safeguarding children education
- Empathy when dealing with individuals, sometimes in demanding situations
- Ability to listen and assess situations fairly
- Ability to handle confidential information sensitively and with integrity
- Reasonable level of administration experience and how to deal with confidential documentation
- Willingness to attend any in-service training facilitated by either The Association or the local County FA

2. Suitability Checklist

- Understanding of child protection issues and some knowledge of safeguarding legislation
- Knowledge of and positive attitudes to equal opportunities
- Willing and able to provide relevant current references
- Previous experience of dealing or working with children
- Commitment to treat all children as individuals and with equal concern
- Physical health – appropriate to carry out tasks
- Integrity and flexibility
- At least 18 years of age
- Completion of The Association's Criminal Records Checks (CRC) process and acceptance by The Association of the outcome
- Understanding of the need for confidentiality when dealing with issues
- Reasonable level of administration experience and how to deal with confidential documentation
- Completion of The Association's Safeguarding Children Workshop and Welfare Officer Workshop
- Willingness to update skills and knowledge and attend in-service training facilitated by The Association or the local County FA
- Has signed up to and agree to abide by the Code of Conduct for volunteer Welfare Officer

NB If anyone is known to be unsuitable to work with children his/her application should be refused by the Club/League. If in any doubt about an applicant contact your County FA Welfare Officer.

More Information and Footnote References

If you need any further advice or information please contact your County FA Welfare Officer who will be happy to help you. More information about the role of the Welfare Officer is available on www.thefa.com/football-rules-governance/safeguarding and clicking on Welfare Officer FAQs under the Welfare Officer section and also on the Respect pages under 'My Role' simply click on Welfare Officer.

- 1 This can be gained through The Association's Safeguarding Children Education Programme; see www.thefa.com/football-rules-governance/safeguarding for further information or speak to your County FA Welfare Officer.
- 2 The Association's Policy on CRCs has been amended in light of the Safeguarding Vulnerable Groups Act 2006 and the Protection of Freedoms Act 2012. For more information please visit www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks or e-mail FAchecks@thefa.com or call 0845 210 8080.
- 3 Some people with a history of offending can still be considered for roles in football that involve children. For more information please visit www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks or e-mail FAchecks@thefa.com or call 0845 210 8080.

The Association reserves the right to prevent an individual from becoming a Welfare Officer or remaining as a Welfare Officer where it deems the individual does not meet the suitability criteria, or it reasonably believes there is another compelling reason why that individual is not suitable.

THE ASSOCIATION'S SAFEGUARDING CHILDREN REGULATIONS

PREAMBLE

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Children Regulations below, the operative parts shall prevail.

As set out in The Football Association's Safeguarding Children Policy, The Association is committed to safeguarding children within football and has Case Management procedures in place to assess the suitability of individuals to be involved with children in football.

In assessing that suitability, children's welfare is the paramount consideration.

Towards this, The Association has the power under the Safeguarding Children Regulations to issue an order where any one or more of the following applies:

- (i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- (ii) The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to children;
- (iii) The individual has been disqualified from working with children under the Criminal Justice and Court Services Act 2000;
- (iv) The individual is subject to any other restriction on their involvement with children not within (ii) or (iii) made pursuant to statute;
- (v) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- (vi) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to children; or
- (vii) Following a risk assessment, The Association is satisfied that the individual is or was in a position of trust in relation to another person and has engaged in sexual activity and/or an inappropriate relationship with that person.

GENERAL

1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a child or children.

The expression "position of trust" shall mean any position where an individual is in a relationship of trust with any person with responsibility and / or authority in relation to that person, and shall include without limitation those who care for, advise, supervise, train, coach, teach, manage, tutor, mentor, assess, develop, guide, treat or provide therapy to children and young people.

1.2 The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have the discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.

1.3 The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.

1.4 The Association may notify other parties of the terms of any order imposed under these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.

- 1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Safeguarding Review Panel, as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.

THE ASSOCIATION'S SAFEGUARDING PROCESS

2. Any person, regardless of their age, applying for or currently in such a position that The Association in its discretion considers relevant must comply with the requirements of The Association's Safeguarding process.

Such persons will include but not be limited to:

- (i) Those in "Regulated Activity" as defined in Part V of the Protection of Freedoms Act 2012. An individual will fall within the definition where:
- a) his/her duties include teaching, training, instructing, caring for, supervising or providing guidance or advice on wellbeing to Children or driving a vehicle (on behalf of an organisation) only for Children; and
 - b) such duties happen frequently (e.g. once a week or more often) or intensively (e.g. on 4 or more days in a 30 day period, or overnight); and
 - c) The individual carrying out any of the duties described in (a) and (b) above is unsupervised.
- Any person falling within this Regulation 2(i) shall be referred to as a "Regulated Activity Person"; and
- (ii) Those who would otherwise fall within the definition of a Regulated Activity Person but for the fact that their duties are supervised (a "Supervised Person").

The requirements of The Association's Safeguarding process are:

- 2.1 (a) In respect of a Regulated Activity Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check with Children's Barred List
- (b) In respect of a Supervised Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check
- 2.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 2.1 (a) or (b) above, as may be required by The Association;
- 2.3 To comply with any other request or requirement which may assist The Association in progressing or completing any investigation, risk assessment or other enquiry as part of the Safeguarding process;
- 2.4 Where required, to provide at least two references that attest to their suitability to be involved in youth football. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and
- 2.5 To comply with each of the requirements set out in Regulations 2.1 – 2.4 within any such time limit as The Association may stipulate.
- 2.6 To comply with any order imposed by the Safeguarding Review Panel.

Any person who fails to comply with any of the requirements set out in Regulation 2 shall be subject to an immediate suspension from football activity, on such terms and for such period as The Association may stipulate.

Any requirement under this Regulation 2, or any suspension arising from any failure to comply with any of the requirements of this Regulation, shall apply whether or not a person

withdraws their application or ceases to hold the relevant position at any time before, during or after the investigation, risk assessment or final order of the Safeguarding Review Panel.

INTERIM ORDERS

3. Upon receipt by The Association of:
 - 3.1 Notification that an individual has been charged with an Offence;
 - 3.2 Notification that an individual is the subject of an investigation by the Police, Children's Services or any other authority relating to an Offence; or
 - 3.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a child or children,

The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 6.
- 4.1 In determining whether an order under Regulation 3 should be made, the Case Manager shall give consideration, inter alia, to the following factors:
 - 4.1.1 Whether a child is or children are or may be at risk of harm;
 - 4.1.2 Whether the matters are of a serious nature; and/or
 - 4.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate.
- 4.2 An interim order may be issued without prior notice to the individual where, having given consideration to the factors set out in Regulation 4.1, the Case Manager considers that an interim order should be imposed immediately.
- 4.3 All interim orders will be reviewed at the next meeting of the Safeguarding Review Panel. The Panel may ratify, modify or remove any interim order, or make any other order as it considers appropriate.
5. The total period of an interim order under Regulation 3 shall not last beyond the final determination of any related case under the Rules of The Association. An interim order will be reviewed by the Panel at the first opportunity following the expiry of 6 months from the date of the order being imposed, and at the same interval thereafter.
6. The Association may appeal against any decision of the Safeguarding Review Panel made under Regulation 4.3. Any individual subject to an interim order under Regulation 3 may appeal against it as follows:
 - 6.1 In the event that the interim order was imposed without notice pursuant to Regulation 4.2, the individual shall have an immediate right of appeal; or
 - 6.2 In the event that the interim order was imposed following the individual having been given an opportunity to make written representations as to why the order should not be imposed, the individual shall have a right of appeal once the period of three months from the imposition of the interim order by the Case Manager has elapsed. The opportunity to make written representations shall be in accordance with the deadline set by the Case Manager for such written representations to be made.
7. Appeals under Regulation 6 shall be considered by the Safeguarding Review Panel. None of the members of the Safeguarding Review Panel hearing the appeal shall have been a member of the Safeguarding Review Panel which conducted the initial review under Regulation 4.3.

8. To bring an appeal under Regulation 6, the appellant, where an individual, must give notice in writing to The FA Judicial Services Department with a copy sent to the Case Manager; where The Association is the appellant, it must give notice in writing to The FA Judicial Services Department with a copy sent to the individual. In each case the notice must request an appeal and state the grounds for that appeal. The appellant may submit any written material in support of the appeal. Such material must be submitted to the respondent (who will be either The Association or individual as appropriate) and the Safeguarding Review Panel within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel.
9. The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the appellant or the respondent. Unless the Safeguarding Review Panel in its discretion exceptionally allows the appellant and the respondent to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the appellant in support of the appeal, together with any written material submitted by the respondent.
10. In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.
11. Any appeal under Regulation 6 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the appellant and written material submitted by the respondent.
12. Where an interim order is imposed on an individual under Regulation 3 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH CHILDREN

- 13.1 Where any individual is:
 - 13.1.1 Barred from regulated activity relating to children in accordance with section 3 of the Safeguarding Vulnerable Groups Act 2006 (as may be amended);
 - 13.1.2 Disqualified from working with children in accordance with section 35 of the Criminal Justice and Court Services Act 2000; and/or
 - 13.1.3 Subject to any other order, not within Regulations 13.1.1 or 13.1.2, issued pursuant to statute restricting their involvement with children,

The Association shall have the power to make any order, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.
- 13.2 The Case Manager shall notify the individual in writing of the order and shall invite the individual to make any written representations within 14 days as to why the order should not be ratified by the Safeguarding Review Panel.
- 13.3 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. In reviewing the order the Safeguarding Review Panel shall consider any written material submitted by the individual in accordance with Regulation 13.2, together with all written material submitted by the Case Manager. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

ORDER FOLLOWING CONVICTION OR CAUTION

- 14.1 The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.
- 14.2 Where a case is to be considered by the Safeguarding Review Panel under Regulation 14.1, the Case Manager shall notify the individual in writing and shall invite the individual to make any written representations within 14 days.
- 14.3 Before making any order under Regulation 14.1, the Panel shall consider all information gathered in respect of an individual including, where applicable, information gathered pursuant to The Association's CRC process under Regulation 2, any written representations made by the individual under Regulation 14.2, together with all written material submitted by the Case Manager.

ORDER FOLLOWING RISK ASSESSMENT

15. In addition to The Association's powers under Regulations 3, 13 and 14 the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to a child or children and/or that the individual is or was in a position of trust in relation to any person and has engaged in sexual activity and/or an inappropriate relationship with that person.
16. Cases may be referred to the Safeguarding Review Panel in order to seek an order under Regulation 15 by the Case Manager where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving a child or children.
17. The Case Manager shall reach this decision on the basis of a risk assessment of that individual's suitability for such participation. This risk assessment may be in such form and prepared by any person, as the Case Manager, at his/her discretion, considers appropriate.
18. Before a referral is made under Regulation 16, the individual must be notified in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 24.
19. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose any order under Regulation 15.
20. Following the receipt of the reply and/or other written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:
 - 20.1 Decide that no further action is currently required as there are no longer grounds for a referral under Regulation 16;
 - 20.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or
 - 20.3 Refer the case to the Safeguarding Review Panel under Regulation 16.
21. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager in applying for any order under Regulation 15 if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 24. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.

22. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case referred to it under Regulation 16. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:
 - 22.1 The written notification and all written material provided with it by the Case Manager to the individual;
 - 22.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;
 - 22.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and
 - 22.4 Any response from the individual to such further written material and all other written material submitted with that response.
23. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, inter alia, to the following factors:
 - 23.1 Whether the terms of any order under consideration would affect the individual's paid employment within football;
 - 23.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or
 - 23.3 Whether an oral hearing has previously been conducted pursuant to Regulation 9 in relation to the same matter.

EXCEPTIONAL MATERIAL

- 24.1 In considering an interim order under Regulation 4.3, an appeal against an interim order under Regulation 6 or whether or not to make any order under Regulation 15, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.
- 24.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:–
 - 24.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or
 - 24.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.
- 24.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 24.2 above, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:
 - 24.3.1 Create a risk of harm to any person or persons; and/or
 - 24.3.2 Amount to a criminal offence or otherwise be unlawful.
- 24.4 Any reply by an individual to a notice referred to in Regulation 24.3 must be passed to the Exceptional Material Panel for consideration.

- 24.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.
- 24.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:
- 24.6.1 A redacted version of the exceptional material; and/or
 - 24.6.2 A summary of the exceptional material.
- 24.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 24.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 16 in relation to that individual.

OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT

25. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 15, the Safeguarding Review Panel may make any other order consistent with the aims of the Safeguarding Children Policy that it considers appropriate in the circumstances.

SUPERVISION ORDERS

26. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order

RIGHT OF APPEAL

- 27.1 A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 13.1.3, 14 or 15. Subject to Regulation 27.2, such appeals shall be conducted in accordance with the Regulations for Football Association Appeals. Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.
- 27.2 Notwithstanding paragraph 2.5 of the Regulations for Football Association Appeals, an Appeal Board convened to hear an appeal pursuant to Regulation 27.1 may in exceptional circumstances order that the appeal takes place as a full rehearing of the case. In exercising this discretion the Appeal Board shall give consideration, inter alia, to the following factors:
- 27.2.1 Whether the terms of any order imposed affect the individual's paid employment within football;
 - 27.2.2 Whether exceptional material was put before the Safeguarding Review Panel; and/or
 - 27.2.3 Whether an oral hearing was conducted by the Safeguarding Review Panel in making its decision.
- 27.3 The decision of the Appeal Board as to whether to grant a full rehearing of the case shall be final and binding.

WRITTEN MATERIAL

28. For the purposes of these Regulations, "written material" may include photographic, video, electronic and/or audio evidence.

THE FOOTBALL ASSOCIATION'S SAFEGUARDING VULNERABLE ADULTS POLICY

The FA is committed to football being inclusive and providing a safe and positive experience for everyone involved in the game.

Whilst it is hoped that the law, the **Respect** programme, The FA's Equality Policy and positive approaches to training and education are sufficient to safeguard all adults in football, The FA recognises that it has a responsibility to safeguard vulnerable adults from abuse and harm and to respond where abuse and harm are perceived to have occurred.

This Policy will seek to provide guidance as to how to prevent harm, give clarity on how to report harm, to ensure investigation into harm and to respond to the outcome of such investigations in such a way so as to reduce the risk of further harm to the individual vulnerable adult and to other vulnerable adults who may be affected in the future.

The FA recognises that the terms '**vulnerable adult**', '**abuse**' and '**harm**' are open to interpretation and challenge but for the purpose of this vulnerable adult Policy they will be defined as follows:

Vulnerable adult shall be defined as:

'A person aged 18 or over who is or who may be in need of community care services by reason of mental or other disability, age or illness; and who is or who may be unable to take care of himself or herself, or unable to protect himself or herself against significant harm or exploitation'.

Abuse shall be defined as:

'Abuse is a violation of an individual's human and civil rights by any other person or persons'.¹

Harm shall be defined as:

'Ill treatment and forms of ill treatment (including sexual abuse and forms of ill-treatment which are not physical) and also the impairment of, or an avoidable deterioration in physical or mental health and the impairment of physical, intellectual, emotional, social or behavioural development'.¹

'Harm' may be caused by acts of commission and acts of omission.

The responsibility taken by this Policy is to:

- Safeguard the welfare of vulnerable adults in football by protecting them from any significant physical, sexual and emotional harm and from neglect, bullying and financial harm within the game. This may include providing training and codes of practice amongst other strategies for reducing risk;
- Safeguard the welfare of vulnerable adults in football by making use of such vetting as is available to The Football Association when seeking to establish suitability for a new or pre-existing role with vulnerable adults in football;
- Report to the appropriate authorities any concerns about abuse or harm to vulnerable adults whether this occurs within the game or elsewhere and whether this be a criminal offence or other concern. The appropriate authorities may be internal or external to the game. This will include identifying reporting frameworks and developing guidelines for reporting;
- Ensure appropriate investigations and responses to concerns about abuse or harm within the game including football sanctions as appropriate. This will include work in partnership with the Police and other statutory agencies charged with investigating and responding and with the vulnerable adult who is believed to be at risk or believed to have been harmed;

¹ 'No Secrets: Guidance on developing and implementing multi-agency policies and procedures to protect vulnerable adults from abuse (Departments of Health and Home Office, 2000)

- Following such investigations, act to put appropriate safeguards in place to safeguard the vulnerable adult in the future and to reduce the risk of harm to other vulnerable adults in the game.
- Report when appropriate to the Disclosure and Barring Service (DBS) anybody in the game who is believed by The Association to be a risk of harm to vulnerable adults.
- Seek to develop internal skills and knowledge based on research, Government guidance and learning from experience.
- Review the Policy from time to time.
- Report when appropriate to the Disclosure and Barring Service (DBS) anybody in the game who is believed by The Association to be a risk of harm to vulnerable adults.
- Seek to develop internal skills and knowledge based on research, Government guidance and learning from experience.
- Review the Policy from time to time.

THE ASSOCIATION'S SAFEGUARDING VULNERABLE ADULTS REGULATIONS

PREAMBLE

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Vulnerable Adults Regulations below, the operative parts shall prevail.

As set out in The Football Association's Safeguarding Vulnerable Adults Policy, The Association is committed to safeguarding vulnerable adults within football and has Case Management procedures in place to assess the suitability of individuals to be involved with vulnerable adults in football.

In assessing that suitability, vulnerable adults' welfare is the paramount consideration.

Towards this, The Association has the power under the Safeguarding Vulnerable Adults Regulations to issue an order where any one or more of the following applies:

- (i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- (ii) The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to vulnerable adults;
- (iii) The individual is included on the Disclosure and Barring Service (DBS) Adults Barred List;
- (iv) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- (v) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to vulnerable adults.
- (vi) Following a risk assessment, The Association is satisfied that the individual is or was in a position of trust in relation to another person and has engaged in sexual activity and / or an inappropriate relationship with that person.

GENERAL

- 1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a vulnerable adult or adults.
The expression "position of trust" shall mean any position where an individual is in a relationship of trust with any person with responsibility and / or authority in relation to that person and shall include without limitation those who care for, advise, supervise, train, coach, teach, manage, tutor, mentor, assess, develop, guide, treat or provide therapy to vulnerable adults.
- 1.2 The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have the discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.
- 1.3 The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.
- 1.4 The Association may notify other parties of the terms of any order imposed under these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.
- 1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Safeguarding Review Panel

as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.

2. For these purposes, the term vulnerable adult means any person who is within any one or more of the following definitions of vulnerable adult:
 - 2.1 The definition contained in section 2.3 of the Department of Health paper – No secrets: Guidance on developing and implementing multi-agency policies and procedures to protect vulnerable adults from abuse (2000);
 - 2.2 The definition contained in section 59 of the Safeguarding Vulnerable Groups Act 2006; and
 - 2.3 The definition contained in section 80 of the Care Standards Act 2000.

THE ASSOCIATION'S SAFEGUARDING VULNERABLE ADULTS PROCESS

3. Any person, regardless of their age, applying for or currently in such positions that The Association in its discretion considers relevant whose duties include regularly caring for, training, supervising, administering treatment and/or therapy or being in sole charge of a vulnerable adult or adults may be required by The Association to comply with the requirements of The Association's Safeguarding Vulnerable Adults process. These requirements are:
 - 3.1 To obtain and provide to The Association a DBS Enhanced Criminal Records Check (to include the Adults Barred List check where the duties fall within the definition of "Regulated Activity" under the Protection of Freedoms Act 2012);
 - 3.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 3.1 above as may be required by The Association;
 - 3.3 To comply with any other request or requirement which may assist The Association in progressing or completing any investigation, risk assessment or other enquiry as part of the Safeguarding Vulnerable Adults process;
 - 3.4 Where required, to provide at least two references that attest to their suitability to be involved in football involving vulnerable adults. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and
 - 3.5 To comply with each of the requirements set out in Regulations 3.1-3.4 within any such time limit as The Association may stipulate.
 - 3.6 To comply with any order imposed by the Safeguarding Review Panel.

Any person who fails to comply with any of the requirements set out in Regulation 3 shall be subject to an immediate suspension from football activity, on such terms and for such period as The Association may stipulate.

Any requirement under this Regulation 3, or any suspension arising from any failure to comply with any requirement of this Regulation, shall apply whether or not a person withdraws their application or ceases to hold the relevant position at any time before, during or after the investigation, risk assessment or final order of the Safeguarding Review Panel.

INTERIM ORDERS

4. Upon receipt by The Association of:
 - 4.1 Notification that an individual has been charged with an Offence;
 - 4.2 Notification that an individual is the subject of an investigation by the Police or any other authority relating to an Offence; or

- 4.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a vulnerable adult or adults,
The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 7.
- 5.1 In determining whether an order under Regulation 4 should be made, the Case Manager shall give consideration, inter alia, to the following factors
- 5.1.1 Whether a vulnerable adult or adults are or may be at risk of harm;
- 5.1.2 Whether the matters are of a serious nature; and/or
- 5.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate.
- 5.2 An interim order may be issued without prior notice to the individual where, having given consideration to the factors set out in Regulation 5.1, the Case Manager considers that an interim order should be imposed immediately.
- 5.3 All interim orders will be reviewed at the next meeting of the Safeguarding Review Panel. The Panel may ratify, modify or remove any interim order, or make any other order as it considers appropriate.
- 6 The total period of an interim order under Regulation 4 shall not last beyond the final determination of any related case under the Rules of The Association. An interim order will be reviewed by the Panel at the first opportunity following the expiry of 6 months from the date of the order being imposed, and at the same interval thereafter.
- 7 The Association may appeal against any decision of the Safeguarding Review Panel made under Regulation 5.3.
Any individual subject to an interim order under Regulation 4 may appeal against it as follows:
- 7.1 In the event that the interim order was imposed without notice pursuant to Regulation 5.2, the individual shall have an immediate right of appeal; or
- 7.2 In the event that the interim order was imposed following the individual having been given an opportunity to make written representations as to why the order should not be imposed, the individual shall have a right of appeal once the period of three months from the imposition of the interim order by the Case Manager has elapsed. The opportunity to make written representations shall be in accordance with the deadline set by the Case Manager for such written representations to be made.
- 8 Appeals under Regulation 7 shall be considered by the Safeguarding Review Panel. None of the members of the Safeguarding Review Panel hearing the appeal shall have been a member of the Safeguarding Review Panel which conducted the initial review under Regulation 5.3.
- 9 To bring an appeal under Regulation 7, the appellant, where an individual, must give notice in writing to the FA Judicial Services Department with a copy sent to the Case Manager; where The Association is the appellant, it must give notice in writing to the FA Judicial Services Department with a copy sent to the individual. In each case the notice must request an appeal and state the grounds for that appeal. The appellant may submit any written material in support of the appeal. Such material must be submitted to the respondent (who will be either The Association or individual as appropriate) and the Safeguarding Review

- Panel within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel.
- 10 The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the appellant or the respondent. Unless the Safeguarding Review Panel in its discretion exceptionally allows the appellant and the respondent to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the appellant in support of the appeal, together with any written material submitted by the respondent.
- 11 In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.
- 12 Any appeal under Regulation 7 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the appellant and written material submitted by the respondent.
- 13 Where an interim order is imposed on an individual under Regulation 4 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH VULNERABLE ADULTS

- 14.1 Where any individual is:
- 14.1.1 Barred from regulated activity relating to vulnerable adults in accordance with section 3 of the Safeguarding Vulnerable Groups Act 2006, as amended by the Protection of Freedoms Act 2012;
- 14.1.2 Included in the list of individuals considered unsuitable to work with vulnerable adults, as kept by the Disclosure and Barring Service (DBS); and/or
- 14.1.3 Subject to any other order, not within Regulation 14.1.1 or 14.1.2, issued pursuant to statute restricting their involvement with Vulnerable Adults,
- The Association shall have the power to make any order, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.
- 14.2 The Case Manager shall notify the individual in writing of the order and shall invite the individual to make any written representations within 14 days as to why the order should not be ratified by the Safeguarding Review Panel.
- 14.3 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. In reviewing the order the Safeguarding Review Panel shall consider any written material submitted by the individual in accordance with Regulation 14.2, together with all written material submitted by the Case Manager. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

ORDER FOLLOWING CONVICTION OR CAUTION

- 15.1 The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.
- 15.2 Where a case is to be considered by the Safeguarding Review Panel under Regulation 15.1, the Case Manager shall notify the individual in writing and shall invite the individual to make any written representations within 14 days.

- 15.3 Before making any order under Regulation 15.1, the Panel shall consider all information gathered in respect of an individual including, where applicable, information gathered pursuant to The Association's CRC process under Regulation 3, any written representations made by the individual under Regulation 15.2, together with all written material submitted by the Case Manager.

ORDER FOLLOWING RISK ASSESSMENT

16. In addition to The Association's powers under Regulations 4, 14 and 15 the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to a vulnerable adult or adults and/or that the individual is or was in a position of trust in relation to any person and has engaged in sexual activity and/or an inappropriate relationship with that person.
17. Cases may be referred to the Safeguarding Review Panel in order to seek an order under Regulation 16 by the Case Manager where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving a vulnerable adult or adults.
18. The Case Manager shall reach this decision on the basis of a risk assessment of that individual's suitability for such participation. This risk assessment may be in such form and prepared by any person, as the Case Manager at his/her discretion, considers appropriate.
19. Before a referral is made under Regulation 17, the individual must be notified in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 25.
20. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose any order under Regulation 16.
21. Following the receipt of the reply and/or written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:
 - 21.1 Decide that no further action is currently required as there are no longer grounds for a referral under Regulation 17;
 - 21.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or
 - 21.3 Refer the case to the Safeguarding Review Panel under Regulation 17.
22. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager in applying for any order under Regulation 16 if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 25. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.
23. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case referred to it under Regulation 17. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:
 - 23.1 The written notification and all written material provided with it by the Case Manager to the individual;
 - 23.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;

- 23.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and
- 23.4 Any response from the individual to such further written material and all other written material submitted with that response.
- 24. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, inter alia, to the following factors:
 - 24.1 Whether the terms of any order under consideration would affect the individual's paid employment within football;
 - 24.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or
 - 24.3 Whether an oral hearing has previously been conducted pursuant to Regulation 10 in relation to the same matter.

EXCEPTIONAL MATERIAL

- 25.1 In considering an interim order under Regulation 5.3, an appeal against an interim order under Regulation 7 or whether or not to make any order under Regulation 16, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.
- 25.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:
 - 25.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or
 - 25.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.
- 25.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 25.2, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:
 - 25.3.1 Create a risk of harm to any person or persons; and/or
 - 25.3.2 Amount to a criminal offence or otherwise be unlawful.
- 25.4 Any reply by an individual to a notice referred to in Regulation 25.3 must be passed to the Exceptional Material Panel for consideration.
- 25.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.
- 25.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:
 - 25.6.1 A redacted version of the exceptional material; and/or,
 - 25.6.2 A summary of the exceptional material.

- 25.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 25.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 17 in relation to that individual.

SUPERVISION ORDERS

26. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order

OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT

27. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 17, the Safeguarding Review Panel may make any other order consistent with the aims of the Safeguarding Children Policy that it considers appropriate in the circumstances.

RIGHT OF APPEAL

- 28.1 A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 14.1.3, 15 or 16. Subject to Regulation 27.2, such appeals shall be conducted in accordance with the Regulations for Football Association Appeals. Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.
- 28.2 Notwithstanding paragraph 2.5 of the Regulations for Football Association Appeals, an Appeal Board convened to hear an appeal pursuant to Regulation 27.1 may in exceptional circumstances order that the appeal takes place as a full rehearing of the case. In exercising this discretion the Appeal Board shall give consideration, inter alia, to the following factors:
- 28.2.1 Whether the terms of any order imposed affect the individual's paid employment within football;
 - 28.2.2 Whether exceptional material was put before the Safeguarding Review Panel; and/or
 - 28.2.3 Whether an oral hearing was conducted by the Safeguarding Review Panel in making its decision.
- 28.3 The decision of the Appeal Board as to whether to grant a full rehearing of the case shall be final and binding.

WRITTEN MATERIAL

29. For the purposes of these Regulations, "written material" may include photographic, video, electronic and/or audio evidence.



THE FOOTBALL ASSOCIATION ANTI-DOPING PROGRAMME

ANTI-DOPING REGULATIONS
& PROCEDURAL GUIDELINES

Produced by The Football Association Football Regulation & Administration Division

THE FOOTBALL ASSOCIATION ANTI-DOPING PROGRAMME REGULATIONS (the “ANTI-DOPING REGULATIONS”)

PREAMBLE

This Preamble is a binding part of these Regulations.

Any term used in these Regulations denoting the masculine gender includes the feminine gender.

The headings contained in the Anti-Doping Regulations are provided for the purposes of convenience only and do not form part of and shall not affect the construction of the Anti-Doping Regulations.

Definitions are contained in Schedule Two to the Anti-Doping Regulations and Rule A2 of the Rules of The Football Association.

1. EFFECTIVE VERSION

The amendments to these Regulations shall come into full force and effect on 22 July 2016 (the “effective date”). Anti-Doping Rule Violations by a Participant that occurred prior to the effective date shall be taken into consideration for the purposes of determining whether a Violation committed by that Participant under these Regulations is a first, second or subsequent Violation.

The limitation period of ten years for bringing disciplinary action contained in Regulation 22 applies retroactively unless the period has already expired by the effective date. Otherwise, these Regulations shall not apply retroactively to matters arising prior to that date; provided, however, that any case pending prior to the effective date, or brought after that date but based on an Anti-Doping Rule Violation that occurred prior to that date, shall be governed by the version of The FA’s Anti-Doping Regulations in force at the time of the Anti-Doping Rule Violation, subject to any application of the principle of *lex mitior* by the tribunal hearing the case.

Where a period of suspension imposed under a version of The FA’s Anti-Doping Regulations in force prior to the effective date has not yet expired as at the effective date, any Participant who is so suspended may apply to The FA for a reduction in the period of suspension in light of any amendments made by these Regulations. To be valid, such application must be made before the period of suspension has expired.

Participants should be aware that the current version of the Anti-Doping Regulations may not be the version published in The FA Handbook. The current version will be published on The FA’s website, located at www.TheFA.com.

These Regulations may be supplemented by further instructions or guidelines issued by The FA from time to time (“Supplemental Guidance”). Such Supplemental Guidance is binding on Participants.

2. AIMS OF ANTI-DOPING

Doping has become a constant concern of international sports organisations and national governments.

The fundamental aims of anti-doping are threefold:

- to uphold and preserve the ethics of sport;
- to safeguard the physical health and mental integrity of Players; and
- to ensure that all Players have an equal chance.

The above fundamental aims are laid down by FIFA, WADA and The FA.

3. PARTICIPANTS' RESPONSIBILITIES

Participants accept the Anti-Doping Regulations as a condition of participation in football and shall be bound by them.

In particular, Players must –

- Be aware of and comply with all applicable anti-doping policies and Rules and Regulations adopted by The FA;
- Be aware in particular of what constitutes an Anti-Doping Rule Violation under the Anti-Doping Regulations, including what substances and methods are prohibited under the Anti-Doping Regulations;
- Make themselves available for Sample collection at all times and provide whereabouts information as required;
- Take responsibility for all substances that they ingest and for all substances and methods that they Use;
- Inform medical personnel of their obligation not to Use Prohibited Substances and Prohibited Methods and to take responsibility to ensure that any medical treatment received does not contravene the Anti-Doping Regulations;
- Inform The FA and FIFA of any decision by a body that is not a signatory to the World Anti-Doping Code of an Anti-Doping Rule Violation committed by the Player in the last ten years; and
- Co-operate with any investigation regarding a potential Anti-Doping Rule Violation.

In particular, Player Support Personnel must –

- Be aware of and comply with all applicable anti-doping policies and Rules and Regulations adopted by The FA;
- Co-operate with The FA's Anti-Doping Programme;
- Use their influence on Player values and behaviour to foster anti-doping attitudes;
- Inform The FA and FIFA of any decision by a body that is not a signatory to the World Anti-Doping Code of an Anti-Doping Rule Violation committed by the Player Support Personnel in the last ten years; and
- Co-operate with any investigation regarding a potential Anti-Doping Rule Violation.

The Anti-Doping Rule Violations set out in the Anti-Doping Regulations may be committed by Participants. Where appropriate, the Anti-Doping Regulations stipulate if a particular Anti-Doping Rule Violation can only be committed by a certain category of Participants, such as Players or Player Support Personnel.

4. DRUG TESTING

Players are obliged to undergo drug tests as set out in these Anti-Doping Regulations. Testing may take place In Competition (i.e. on the day of a match up until the time that the testing procedures have been completed) or Out of Competition (i.e. at any other time) and at any location without any advance notice.

5. PROHIBITED SUBSTANCES AND PROHIBITED METHODS

Prohibited Substances and Prohibited Methods are set out or referenced in the List of Prohibited Substances and Prohibited Methods (the "Prohibited List"). Participants should note that the Prohibited List may be updated from time to time by WADA independently of the Anti-Doping Regulations. Any changes made to the Prohibited List by WADA will be immediately recognised and enforced by The FA. Any substance or method that is added to the Prohibited List by WADA shall immediately be deemed a Prohibited Substance or

Prohibited Method (as applicable) for the purpose of the Anti-Doping Regulations. The version of the Prohibited List that is current at any given time will be available on WADA's website located at www.wada-ama.org and on The FA's website, located at www.TheFA.com/anti-doping.

WADA's determination of the prohibited substances and methods that will be included in the Prohibited List is final. Neither that determination nor the determination of how such substances or methods are to be classified on the Prohibited List (for example and without limitation, as banned at all times or just In Competition; or as a Specified Substance) may be challenged in any way by any Participant.

In the event that WADA expands the Prohibited List by adding a new class of Prohibited Substances, WADA's Executive Committee shall determine whether any or all of the Prohibited Substances within the new class of Prohibited Substances shall be considered Specified Substances.

6. **STRICT LIABILITY**

Adverse Analytical Findings and the Use of Prohibited Substances and Prohibited Methods will be dealt with as strict liability violations. This means, for example, that a Player will be guilty of an Anti-Doping Rule Violation if a Prohibited Substance or any of its Metabolites or Markers is present in that Player's body. It is not necessary to demonstrate intent, Fault, negligence or knowing Use on the Player's part to establish an Anti-Doping Rule Violation for such presence, or for Use of a Prohibited Substance or Prohibited Method; and a Player's alleged lack of intent, Fault, negligence or knowledge is not a valid defence to a charge that such an Anti-Doping Rule Violation has been committed.

7. **MANDATORY PENALTIES**

Participants should note that there are a number of mandatory penalties set out in the Anti-Doping Regulations, which are based on the penalties stipulated by WADA. It is only in exceptional circumstances that these penalties may be reduced.

8. **ENQUIRIES**

Any enquiries should be made to:

The Anti-Doping Manager
The FA Integrity Department
The Football Association
Wembley Stadium
PO Box 1966
London
SW1P 9EQ

Tel: 0800 169 1863 ext.6478

DOPING REGULATIONS

PART ONE - ANTI-DOPING RULE VIOLATIONS

General

1. These Anti-Doping Regulations are intended to implement the mandatory provisions of the World Anti-Doping Code (the "Code") and should be interpreted in accordance with that purpose. The comments annotating the mandatory provisions of the Code shall be used to assist in the understanding and interpretation of these Regulations. In addition, where these Anti-Doping Regulations bring into effect the provisions of the 2015 FIFA Anti-Doping Regulations, in the event of any conflict between these Anti-Doping Regulations and the FIFA Anti-Doping Regulations the provisions set out in the FIFA Anti-Doping Regulations shall prevail.
2. The term "Anti-Doping Rule Violation" means a breach of any one of Regulations 3-12 (inclusive). Committing an Anti-Doping Rule Violation will be regarded as a breach of the Anti-Doping Regulations, and therefore as a breach of Rule E 25 of the Rules of The Football Association.

Anti-Doping Rule Violations

3. Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample:
 - (a) The presence of a Prohibited Substance or any of its Metabolites or Markers in a Sample provided by a Player is prohibited unless the Player establishes that the presence is consistent with a Therapeutic Use Exemption that has been granted to the Player.
 - (b) Sufficient proof that an Anti-Doping Rule Violation has been committed pursuant to Regulation 3 is established by any of the following: the presence of a Prohibited Substance or its Metabolites or Markers in the Player's "A" Sample where the Player waives analysis of the "B" Sample and the "B" Sample is not analysed; or, where the Player's "B" Sample is analysed and the analysis confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's "A" Sample; or, where the Player's "B" Sample is split into two bottles and the analysis of the second bottle confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first bottle.
 - (c) It is a Player's duty to ensure that no Prohibited Substance enters his body, and a Player is therefore strictly responsible for any Prohibited Substance or its Metabolites or Markers found to be present there. It is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation pursuant to Regulation 3. A Player's lack of intent, Fault, negligence or knowledge is not a valid defence to a charge that an Anti-Doping Rule Violation has been committed pursuant to Regulation 3.
 - (d) Subject to Regulation 3(e), the presence of any quantity of a Prohibited Substances or its Metabolites or Markers in a Player's Sample will constitute an Anti-Doping Rule Violation.
 - (e) The Prohibited List may make special provision for substances which have a quantitative reporting threshold and/or which can be produced endogenously.
 - (f) The penalties set out in Regulation 51 apply to this violation.
4. Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method:
 - (a) The Use or Attempted Use of a Prohibited Substance or Prohibited Method by a Player is prohibited unless the Player establishes that the Use or Attempted Use is consistent with a Therapeutic Use Exemption that has been granted to the Player.

- (b) It is a Player's duty to ensure that no Prohibited Substance enters his body and that he does not Use any Prohibited Method. It is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation of Use pursuant to Regulation 4. A Player's lack of intent, Fault, negligence or knowledge is not a valid defence to a charge that an Anti-Doping Rule Violation of Use has been committed pursuant to this Regulation. However, it is necessary to demonstrate intent on the Player's part to establish an Anti-Doping Rule Violation of Attempted Use pursuant to Regulation 4.
 - (c) The success or failure of the Use or Attempted Use of the Prohibited Substance or Prohibited Method is irrelevant.
 - (d) Out of Competition Use of a substance that is only prohibited In Competition is not an Anti-Doping Rule Violation pursuant to Regulation 4. If, however, a Sample collected In Competition returns an Adverse Analytical Finding for such a substance or any of its Metabolites or Markers, that constitutes an Anti-Doping Rule Violation pursuant to Regulation 3 even if the Adverse Analytical Finding was caused by Use of the substance Out of Competition.
 - (e) The penalties set out in Regulation 51 apply to this violation.
5. Evading, Refusing or Failing to Submit to Sample Collection:
- (a) It is prohibited for a Player to evade Sample collection, or (without compelling justification) to refuse or fail to submit to Sample collection after notification by a Competent Official.
 - (b) The penalties set out in Regulation 52 apply to this violation.
6. Registered Testing Pool Whereabouts Failures:
- (a) It is prohibited for a Player who is in a Registered Testing Pool to have three filing failures and/or missed tests (as those terms are defined in the International Standard for Testing and Investigations) within a twelve month period.
 - (b) Players who are included in FIFA's International Registered Testing Pool ("IRTP Players") or in the National Registered Testing Pool ("NRTP Players") will be notified in writing by The FA of that fact. IRTP Players are subject to the applicable requirements of FIFA's Anti-Doping Regulations, which can be found at www.fifa.com. NRTP Players will be subject to equivalent requirements set out in the International Standard for Testing and Investigations, which will be notified to them when they are notified that they have been included in the NRTP. For the avoidance of doubt, IRTP Players and NRTP Players also remain subject to all of the requirements of the Anti-Doping Regulations, save only the requirements that Regulation 15 makes applicable to Players who are not in the IRTP or NRTP.
 - (c) It is the responsibility of all IRTP and NRTP Players and their Clubs to ensure that they are aware of the applicable requirements for Players in a Registered Testing Pool, including the requirements to file whereabouts information and to be available for testing at that whereabouts, and a Player's liability for an Anti-Doping Rule Violation based on three failures in any 12 month period to file the required whereabouts information and/or to be available for testing at the whereabouts specified in such filing.
 - (d) IRTP Players must file the whereabouts information required by FIFA with The FA, In accordance with FIFA's Anti-Doping Regulations, and The FA will submit that information to the FIFA Anti-Doping Unit.
 - (e) The penalties set out in Regulation 53 apply to this violation.

7. Tampering or Attempted Tampering with any part of Doping Control:
 - (a) Tampering or Attempted Tampering with any part of Doping Control by a Participant is prohibited. Tampering is conduct which subverts the Doping Control process but which would not otherwise be included in the definition of Prohibited Methods. Tampering shall include, without limitation, intentionally interfering or Attempting to interfere with a Doping Control official, providing fraudulent information to an Anti-Doping Organisation, or intimidating or Attempting to intimidate a potential witness.
 - (b) The penalties set out in Regulation 52 apply to this violation.
8. Possession of a Prohibited Substance or a Prohibited Method:
 - (a) Each of the following – (i) Possession by a Player In Competition of any Prohibited Method or any Prohibited Substance; (ii) Possession by a Player Out of Competition of any Prohibited Method or any Prohibited Substance that is prohibited Out of Competition; (iii) Possession by a Player Support Personnel In Competition of any Prohibited Method or any Prohibited Substance; and (iv) Possession by a Player Support Personnel Out of Competition, but in connection with a Player, a Match or a training session, of any Prohibited Method or any Prohibited Substance that is prohibited Out of Competition - is prohibited unless the Player or Player Support Personnel establishes that the Possession is consistent with a Therapeutic Use Exemption that has been granted to a Player or other acceptable justification.
 - (b) The penalties set out in Regulation 51 apply to this violation.
9. Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method:
 - (a) Trafficking or Attempted Trafficking in a Prohibited Substance or a Prohibited Method by a Participant is prohibited.
 - (b) The penalties set out in Regulation 54 apply to this violation.
10. Administration or Attempted Administration of a Prohibited Substance or Prohibited Method:
 - (a) The Administration or Attempted Administration of a Prohibited Substance or a Prohibited Method to a Player (with or without his or her knowledge) by a Participant is prohibited, unless it is (i) Administration or Attempted Administration that is consistent with a Therapeutic Use Exemption that has been granted to the Player; or (ii) Administration or Attempted Administration Out of Competition of a substance that is not prohibited Out of Competition.
 - (b) The penalties set out in Regulation 54 apply to this violation.
11. Complicity:
 - (a) The following is prohibited: assisting, encouraging, aiding, abetting, conspiring in, covering up or any other type of intentional complicity by a Participant involving an Anti-Doping Rule Violation, Attempted Anti-Doping Rule Violation, or contravention of Regulation 42(a) by another Participant.
 - (b) The penalties set out at Regulation 55 apply to this violation.
12. Prohibited Association:
 - (a) It is prohibited for a Participant to associate in a professional or sport-related capacity with any person falling within the definition of Player Support Personnel who (i) if subject to the authority of an Anti-Doping Organisation, is serving a period of suspension; or (ii) if not subject to the authority of an Anti-Doping Organisation, and where the issue of suspension has not been addressed in a results management process pursuant to the Code, has been convicted of or

- found in a criminal, disciplinary or professional proceeding to have engaged in conduct which would have constituted a violation of anti-doping rules if Code-compliant rules had been applicable to that person (the disqualifying status of such person shall be in force for the longer of six years from the criminal, professional, or disciplinary decision or the duration of the criminal, professional or disciplinary sanction imposed); or (iii) is acting as a front or intermediary for any person described in (i) or (ii).
- (b) In order for this Regulation 12 to apply, it is necessary (i) that the Participant has been advised previously in writing by The FA, WADA or another Anti-Doping Organisation with jurisdiction over him or her of the Player Support Personnel's disqualifying status and therefore of the potential consequences of prohibited association with the Player Support Personnel; and (ii) that the Participant can reasonably avoid such association.
 - (c) The FA, WADA or other Anti-Doping Organisation shall use reasonable efforts to advise the Player Support Personnel who is the subject of the notice to the Participant that the Player Support Personnel may, within 15 days, provide an explanation as to why the criteria in Regulation 12(a)(i) or (ii) do not apply.
 - (d) This Regulation 12 applies even if the Player Support Personnel's disqualifying conduct occurred before the effective date of these Regulations.
 - (e) The burden shall be on the Participant to establish that any association with a Player Support Personnel described in Regulation 12(a)(i) or (ii) is not in a professional or sport-related capacity.
 - (f) The penalties set out at Regulation 56 apply to this violation.

Misconduct

- 13. Breach of any of Regulations 14-17 (inclusive) does not constitute an Anti-Doping Rule Violation but instead shall constitute Misconduct within the meaning of Rule E.1 of the Rules of The Football Association, for which the Regulatory Commission shall have at its disposal all of the penalties set out in Regulation 8.1 of the Regulations for Football Association Disciplinary Action, save that for a proven breach of Regulation 15 the penalty set out at Regulation 15(f) of these Regulations shall apply.
- 14. Club whereabouts information:
 - (a) All Clubs must furnish The FA upon request with any whereabouts information The FA requires from time to time in respect of any Players who are not IRTP Players or NRTP Players. That information shall include as a minimum:
 - (i) training dates;
 - (ii) start and finish times of training;
 - (iii) the address at which such training will take place; and
 - (iv) the home address for a Player and any other address at which a Player regularly resides overnight.
 - (b) The FA (whether through the Anti-Doping Unit or otherwise) may issue directions from time to time about:
 - (i) the type of whereabouts information to be submitted by Clubs; and/or
 - (ii) the manner and time frame in which such whereabouts information must be submitted.
 - (c) It shall be a breach of this Regulation 14 for a Club to fail to provide regular details of the times, dates and venues of the Club's training sessions in the manner directed by The FA.

- (d) It shall also be a breach of this Regulation 14 by the Club if the information contained in such reports is either initially inaccurate or has not been updated by the Club as necessary to ensure it remains accurate.
15. Missed tests (Players not in the IRTP or NRTP):
- (a) A Player who is not an IRTP Player or an NRTP Player shall be deemed to be aware of the whereabouts information provided by his Club to The FA further to Regulation 14, and must be present and available for drug testing in accordance with that whereabouts information. If such Player is not present and available for drug testing in accordance with that whereabouts information on any occasion, then (subject only to Regulations 15(b) and 15(c)) he shall be deemed to have missed a test and will be so notified by The FA. Any Player who is deemed to have missed a test may be targeted for testing. It is a breach of this Regulation 15 for a Player who is not an IRTP Player or an NRTP Player to miss three tests within any 12 month period.
- (b) Any Player born on or before 31 August 1998 who is not present and available for drug testing at the squad time and location stated in the whereabouts information provided by his Club will be deemed to have missed a test unless he satisfies the following two conditions:
- (i) In advance of such absence, he provides The FA with details of an alternative venue at which he will be present and available for drug testing, which must include a stipulated 60 minute time slot during which such testing may take place. This time slot must be on the same day as the Player's absence, must be between 6am and 11pm, and must not commence for at least two hours from the time that the Player notifies The FA of his absence; and
- (ii) He is present and available for drug testing at that alternative venue for the whole of the 60 minute time slot stipulated by him.
- (c) Any Player born on or after 1 September 1998 at a Club with an Under 18 squad in Professional Development League 1 (this excludes Professional Development Leagues 2 and 3) who is not present and available for drug testing at the squad time and location provided in the whereabouts information submitted by his Club will be deemed to have missed a test unless he satisfies one of the following two conditions:
- (i) He notifies The FA of his absence in advance of that absence; or
- (ii) Following that absence, he provides The FA with independent corroborative evidence of the reason for that absence.
- (d) It is the responsibility of each Player to make himself familiar with and to comply with any and all requirements of this Regulation that apply to him.
- (e) This Regulation does not apply to Players who are included in the IRTP or the NRTP for the period that they are so included.
- (f) For a violation of Regulation 15, a minimum of one year's suspension and a maximum of two years' suspension must be imposed, based on the Player's degree of Fault.
16. Interference:
- (a) Interference with the conduct of a drug test or any other aspect of the Anti-Doping Programme by a Participant will be a breach of this Regulation 16. In addition, a Participant is liable for any such interference by a third party of which that Participant has knowledge. The actions set out in Regulations 16(b) - (e)

- (inclusive) are a non-exhaustive list of examples of conduct that shall be regarded as a breach of this Regulation 16.
- (b) The independent private testing/screening of a Player for a Prohibited Substance for any reason whatsoever.
 - (c) Interference in the drug testing process that falls short of the Tampering/ Attempted Tampering violation set out in Regulation 7, including (for example but without limitation) handling Samples when not permitted or authorised to do so by a Competent Official.
 - (d) A Club failing to comply with the reasonable instructions of The FA or a Competent Official with regard to the adequacy of the Doping Control Station (which must contain the minimum facilities set out in the Procedural Guidelines).
 - (e) Conduct intended to procure that a Player is not presented for drug testing or is delayed from being presented for drug testing. This may include (by way of example and without limitation):
 - (i) a Club either failing to allow a Competent Official access to a Player to notify him of a test, or delaying such access;
 - (ii) a Club intentionally or negligently causing a failure to notify a Player or a delay in notifying a Player that he is required to submit to testing;
 - (iii) a delay in the Player submitting himself for testing following such notification (provided that a delay in the Player submitting himself for testing following notification may be treated as a failure to submit to drug testing and so as an Anti-Doping Rule Violation under Regulation 5);
 - (iv) a Club failing to present a selected Player for testing due to the Player sustaining a serious injury, where the Club fails to provide satisfactory evidence of the Player's admission to hospital and/or attendance at a medical consultation in relation to that injury to The FA within 14 days of the intended drug test. A serious injury is one which renders a Player incapable of taking a test and/or requires immediate attendance at hospital for medical treatment;
 - (v) where The FA has attended a Club for Out of Competition testing and the Club fails to present a selected Player for testing due to a scheduled medical appointment, where the Club fails to provide satisfactory evidence of the prior arrangement of the appointment and the Player's attendance at that appointment to The FA within 14 days of the intended drug test.
 - (f) Nothing in this Regulation 16 shall prevent any of the conduct mentioned being pursued as an Anti-Doping Rule Violation under Regulation 5, Regulation 7 and/or Regulation 11 where appropriate.
17. Possession or Use of a Prohibited Substance by a Player Support Personnel:
- (a) It is a breach of this Regulation 17 for a Player Support Personnel to Use any Prohibited Substance or to Possess any Prohibited Substance without valid justification.
 - (b) Possession of a Prohibited Substance by a Player Support Personnel that constitutes an Anti-Doping Rule Violation under Regulation 8 shall be dealt with as an Anti-Doping Rule Violation pursuant to that Regulation.
 - (c) Possession of a Prohibited Substance by a Player Support Personnel that does not constitute an Anti-Doping Rule Violation under Regulation 8 shall be dealt with as Misconduct pursuant to this Regulation 17 (or, where appropriate, under The FA's Social Drugs Policy Regulations).

18. For the avoidance of doubt, Regulations 13-17 do not restrict The FA's general power to bring proceedings for Misconduct pursuant to Rule E.1 of the Rules of The Football Association in any circumstances that it deems appropriate, whether related to The FA's Anti-Doping Programme or otherwise. Instead, Regulations 13-17 simply identify specific examples of conduct related to The FA's Anti-Doping Programme that may be treated as Misconduct pursuant to that Rule E.1.

PART TWO – DRUG TESTING AND INVESTIGATIONS PROCEDURES

19. The FA will carry out drug testing:
 - (a) without giving advance notice to Participants; and
 - (b) both In Competition and Out of Competition, at any time and place.
20. Where more than one member of a team has been notified of an Anti-Doping Rule Violation in connection with a Competition, The FA shall conduct appropriate target testing of the team during that Competition in the same playing season.
21. Administrative and procedural guidelines for the conduct of drug testing are set out in the Procedural Guidelines for the Conduct of Drug Testing and Investigations (the "Guidelines") contained in Schedule One. Procedural guidelines for Sample collection are also set out in the International Standard for Testing and Investigations (the "ISTI"), a copy of which is available on WADA's website (www.wada-ama.org). To the extent that the Guidelines are inconsistent with the ISTI, the ISTI shall prevail.

PART THREE – DISCIPLINARY PROCEEDINGS FOR ANTI-DOPING RULE VIOLATIONS

Disciplinary proceedings

22. Where:
 - (a) a laboratory detects the presence of a Prohibited Substance in a Sample; or
 - (b) a laboratory or The FA discovers evidence of the Use or Attempted Use of a Prohibited Substance or a Prohibited Method; or
 - (c) other evidence comes to The FA's attention suggesting that any Anti-Doping Rule Violation may have been committed;

The FA shall consider the evidence available and decide whether to charge a Participant with an Anti-Doping Rule Violation. The FA may not issue a charge unless the Participant has been notified of the alleged Anti-Doping Rule Violation, or notification has been reasonably attempted, within ten years of the date on which the Anti-Doping Rule Violation is alleged to have occurred.

23. Prior to issuing any such charge, The FA shall inform the Participant, and (in the case of a Player) a senior representative of his Club and (if the Player is a member of The Professional Footballers' Association ("The PFA"), and the Player consents) a representative of the PFA, and shall invite the Participant to give an explanation for the evidence of the commission of an Anti-Doping Rule Violation. The FA may require a written explanation from the Participant within a designated time, and may also require that the Participant attends a personal interview. The Participant is entitled to be accompanied by one representative of his Club, a legal adviser, and (where applicable) a representative of The PFA. Such an interview may be recorded and may be used by The FA in any disciplinary proceedings brought against such Participant or in any related disciplinary proceedings.
24. If no satisfactory explanation is provided, The FA will generally decide to commence disciplinary proceedings against the Participant. Such proceedings will be conducted in accordance with the Regulations for Football Association Disciplinary Action and any other applicable regulations, save to the extent contrary provisions are included in these Anti-Doping Regulations. As one such contrary provision, in any case where each of The FA,

- Participant, WADA and UKAD consents, proceedings alleging an Anti-Doping Rule Violation may be heard directly at CAS without any other prior hearing.
25. The ability of The FA to impose a Provisional Suspension under this Regulation 25 is separate from, and operates independently of, Rule E16.
- (a) The FA shall provisionally suspend a Player from the date that The FA's notification of an Adverse Analytical Finding in respect of an A Sample for a Prohibited Substance other than a Specified Substance is communicated to the Player (a "mandatory Provisional Suspension").
 - (b) The FA may provisionally suspend a Participant in all other Anti-Doping Rule Violation cases (an "optional Provisional Suspension").
 - (c) If a Provisional Suspension is based on an A Sample Adverse Analytical Finding, and subsequent analysis of the B Sample does not confirm that Adverse Analytical Finding, then any Provisional Suspension that was imposed on a Player based on that Adverse Analytical Finding shall be lifted without delay.
 - (d) In the event a Provisional Suspension is imposed, the Participant shall be entitled to either (i) a Provisional Hearing on a timely basis after its imposition; or (ii) an expedited hearing and determination of the charge against him.
 - (e) At a Provisional Hearing, a Provisional Suspension may only be lifted where –
 - (i) In respect of a mandatory Provisional Suspension only, the Player establishes that the Anti-Doping Rule Violation is likely to have involved a Contaminated Product; or
 - (ii) In respect of either a mandatory or an optional Provisional Suspension, either (A) the Anti-Doping Rule Violation charged has no realistic prospect of being upheld due to a fundamental flaw in the case; or (B) there is a strong, arguable case that in the circumstances of the particular case no period of suspension is likely to be imposed.
 - (f) A Regulatory Commission's decision not to lift a mandatory Provisional Suspension due to a Player's assertion regarding a Contaminated Product shall not be appealable. Other decisions relating to Provisional Suspensions may be appealed in accordance with Regulation 74.

Burden and standard of proof

26. Notwithstanding that a different burden and / or standard of proof may apply in other disciplinary proceedings brought pursuant to FA Rules and Regulations, in proceedings alleging an Anti-Doping Rule Violation The FA shall bear the burden of proving, to the comfortable satisfaction of any Regulatory Commission or Appeal Board or any other relevant commission or board (as applicable), bearing in mind the seriousness of the allegations that are made, that an Anti-Doping Rule Violation has taken place. This standard of proof is greater than a mere balance of probability but less than proof beyond a reasonable doubt. For the avoidance of doubt, this Regulation 26 does not apply to a charge for Misconduct for breach of any of Regulations 14-17.
27. Where these Anti-Doping Regulations place the burden of proof on a Participant to rebut a presumption or establish specific facts or circumstances, the standard of proof shall be on the balance of probabilities.

Methods of proving Anti-Doping Rule Violations

28. Facts relating to Anti-Doping Rule Violations may be established by any reliable means, including but not limited to admissions and data collected as part of the Athlete Biological Passport or other profiling data.
29. Analytical methods or decision limits approved by WADA after consultation within the relevant scientific community and which have been the subject of peer review are

presumed to be scientifically valid. Any Participant seeking to rebut this presumption of scientific validity shall (as a condition precedent to any such challenge) first notify WADA of the challenge and the basis of the challenge. CAS may also inform WADA of any such challenge of its own volition. At WADA's request, the CAS panel shall appoint an appropriate scientific expert to assist the panel in its evaluation of the challenge. Within 10 days of WADA's receipt of such notice, and WADA's receipt of the CAS file, WADA shall also have the right to intervene as a party, appear amicus curiae or otherwise provide evidence in such proceeding.

30. WADA-accredited laboratories and other laboratories approved by WADA are presumed to have conducted Sample analysis and custodial procedures in accordance with the International Standard for Laboratories. A Participant may rebut this presumption by establishing that a departure from the International Standard for Laboratories occurred that could reasonably have caused the Adverse Analytical Finding (or the factual basis for any other Anti-Doping Rule Violation with which the Participant is charged). If the Participant does so, then The FA shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding (or the factual basis for the other Anti-Doping Rule Violation with which the Participant is charged).
31. Departures from any other International Standard, the Guidelines or any other Anti-Doping Regulation, rule or policy which did not cause an Adverse Analytical Finding or the factual basis for any other Anti-Doping Rule Violation with which a Participant is charged shall not invalidate such evidence. It is for the Participant to establish that such a departure occurred which could have reasonably caused the Adverse Analytical Finding or the factual basis for the other Anti-Doping Rule Violation. If the Participant does so, then The FA shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding or the factual basis for the other Anti-Doping Rule Violation charged.
32. Facts established by a decision of a court or professional disciplinary tribunal which is not the subject of a pending appeal shall be irrebuttable evidence of those facts against the Participant to whom the decision pertained unless that Participant establishes that the decision contravened principles of natural justice. To the extent that this Regulation differs from Regulation 6.9 of the Regulations for Football Association Disciplinary Action, this Regulation shall prevail. This Regulation applies only to Anti-Doping Rule Violation cases.
33. A Regulatory Commission hearing an Anti-Doping Rule Violation charge may draw any such adverse inference as it sees fit against a Participant based on the Participant's refusal to appear at the hearing or answer questions relating to the charge, after any request that he does so that is made in reasonable time.

PART FOUR – THERAPEUTIC USE EXEMPTIONS

34. A Player may request that The FA grants him permission to Use, for therapeutic purposes, substances or methods on the Prohibited List the Use of which would otherwise be prohibited. The FA may delegate the question of whether a Therapeutic Use Exemption ("TUE") should be granted to the NADO or any such other body The FA considers appropriate. The procedure and criteria for the grant of a TUE are attached as Schedule Five to these Anti-Doping Regulations.
35. The only way in which it may be established that the Use of a Prohibited Substance or a Prohibited Method constituted a legitimate medical treatment is through the grant of a TUE in respect of such Prohibited Substance or Prohibited Method.

PART FIVE – PENALTIES (GENERAL)

Imposition of penalties

36. In disciplinary proceedings brought pursuant to these Regulations, if it is found that an Anti-Doping Rule Violation has been committed, a penalty shall be imposed in accordance with

Parts Six and Seven of these Regulations. Unless the Participant establishes that there are grounds to eliminate or reduce such penalty in accordance with any applicable provision of Part Eight, the Regulatory Commission or Appeal Board shall have no discretion to reduce those penalties. Subject only to paragraph 2.11 of Schedule 1 to these Anti-Doping Regulations, a mandatory element of each penalty for an Anti-Doping Rule Violation is the Public Disclosure of that penalty.

37. A fine may also be imposed for an Anti-Doping Rule Violation, but only where the maximum period of suspension specified in Part Six or Seven has been imposed, and only where doing so is in accordance with the principle of proportionality. Where a fine or costs order is imposed in respect of an Anti-Doping Rule Violation, this shall not be considered as grounds for reducing any period of suspension applicable under these Regulations.
38. Where a Player commits an Anti-Doping Rule Violation In-Competition, any awards received by the Player due to participation in the relevant Match will be forfeited by the Player.

Commencement of suspensions

39. Subject to Regulations 40 and 41, a period of suspension shall commence from the date of the final hearing decision providing for suspension or (if the Participant waives the right to a hearing or there is otherwise no hearing) on the date that the Player is notified of the period of suspension.
40.
 - (a) Where there have been substantial delays in the hearing process or other aspects of Doping Control that are not attributable to the Participant, the period of suspension may be deemed to have started at any time from the date the Anti-Doping Rule Violation occurred (e.g. the date of the Sample collection) to take account of such delays.
 - (b) The period of any Provisional Suspension, where it is adhered to by the Participant, will count towards the total period of suspension imposed. However no period before the imposition of a Provisional Suspension shall count towards the total period of suspension imposed even if the Player voluntarily did not participate in football activity during this time or was suspended from doing so by his Club.
 - (c) Where a period of suspension is imposed upon a team in accordance with Regulation 57, unless fairness requires otherwise, the period of suspension shall start on the date of the final hearing decision providing for suspension or, if the hearing is waived, on the date suspension is accepted or otherwise imposed. Any period of team Provisional Suspension shall be credited against the total period of suspension to be served.
41. Where the Participant promptly admits the Anti-Doping Rule Violation (which means, in all cases, before he participates in football activity again) after being notified of it by The FA, the period of suspension may be deemed to have started at any time from the date the Anti-Doping Rule Violation occurred (e.g. the date of the Sample collection). However, in all cases where this Regulation is applied the Participant must serve at least one half of the period of suspension starting from the date that the Participant accepted the imposition of the suspension, the date of a hearing decision imposing a sanction, or the date that the sanction is otherwise imposed. This Regulation does not apply where the period of suspension has been reduced under Regulation 72 due to a prompt admission.

Status during a suspension

42.
 - (a) A Participant who is suspended pursuant to these Regulations cannot during the period of suspension participate in any capacity in any Match or any other football-related activity or in any activities under the jurisdiction of another Code signatory or member of a Code signatory, other than anti-doping education or

rehabilitation programmes. As an exception to the foregoing, The FA may (in its absolute discretion) permit a Player who has been suspended for six or more months pursuant to these Regulations to return to training and/or other football-related activity with a Club (but not participate in any Match) prior to the end of his suspension, during the shorter of (i) the last two months of the period of suspension; or (ii) the last quarter of such a period of suspension. No such return is permitted unless agreed in writing in advance by The FA.

- (b) A Participant who is subject to a period of suspension pursuant to these Regulations that is longer than four (4) years may, after completing four (4) years of the period of suspension, participate in local sport events not sanctioned or otherwise under the jurisdiction of a Code signatory or member of a Code signatory but only so long as the local sport event is not at a level that could otherwise qualify such Participant directly or indirectly to compete in (or accumulate points toward) a national championship or International Event and does not involve the Participant working in any capacity with Minors.
43. For an Anti-Doping Rule Violation not involving a Specified Substance, in addition to any period of suspension The FA will withhold some or all of any sports-related payments otherwise due to the Participant from The FA during the period of suspension.
44. Where any Participant contravenes Regulation 42(a), a new period of suspension equal in length to the original suspension imposed on the Participant shall be added to the end of the original suspension. The additional period of suspension may be adjusted based on the Participant's degree of Fault and other circumstances of the case. A Regulatory Commission shall determine whether such a contravention has occurred and (if so) whether and the extent to which the additional period of suspension specified in this Regulation 44 should be adjusted.
45. Where any Participant assists any other Participant's contravention of Regulation 42(a), such assistance may be pursued as an Anti-Doping Rule Violation under Regulation 11 (complicity).

Reinstatement testing

46. A Player who is the subject of a suspension pursuant to these Regulations remains subject to these Regulations (including, without limitation, the requirement to submit to drug testing to determine compliance with these Regulations) during the period of suspension. Therefore, he must make himself available for testing during that period of suspension and must at the request of The FA (or other sports governing body if the Player moves outside of The FA's jurisdiction) provide details of his whereabouts to The FA (or other sports governing body, as applicable) to allow such testing to take place.
47. Any Player who retires from football while he is the subject of a suspension pursuant to these Regulations must make himself available for testing if he seeks to participate in any other sports competition. Where any such Player seeks a return to football activity, he may only make such return once he has notified The FA of his intention to return and has made himself available for Out of Competition testing for a period equal to the period of suspension he remained subject to when he retired, or six months, whichever is the longer.
48. If a Player who is not suspended retires from football, such that he is no longer subject to testing by The FA or any other relevant authority, he may not return to participate in football activity unless he notifies The FA in writing at least six months before he expects to resume football activity and makes himself available for Out of Competition testing and (if requested) complies with the whereabouts requirements during that six month period. WADA in association with the NADO may grant an exemption from this six month written notice requirement where its application would be manifestly unfair to the Player.

Counselling, treatment and rehabilitation

49. The Regulatory Commission may consider whether a period of assessment, counselling, treatment or rehabilitation is appropriate. In deciding upon a course of assessment, counselling, treatment or rehabilitation, the Regulatory Commission may make such a course subject to such conditions as it considers appropriate in the circumstances. If the Regulatory Commission imposes a period of assessment, counselling, treatment or rehabilitation and the Player refuses to undergo, or fails to complete, such a period, The FA may commence disciplinary proceedings against that Player under Rule E25 of the Rules of The Football Association, or impose a pre-existing penalty such as a deferred suspension as if no period of assessment, counselling, treatment or rehabilitation had taken place.

PART SIX - PENALTIES FOR A FIRST ANTI-DOPING RULE VIOLATION

50. The term "intentional" as used in this Part Six is meant to identify those Participants who cheat. The term therefore requires that the Participant engaged in conduct which he knew constituted an Anti-Doping Rule Violation or knew that there was a significant risk that the conduct might constitute or result in an Anti-Doping Rule Violation and manifestly disregarded that risk. An Anti-Doping Rule Violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall be rebuttably presumed to be not intentional if the substance is a Specified Substance and the Participant can establish that the Prohibited Substance was Used Out-of-Competition. An Anti-Doping Rule Violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall not be considered intentional if the substance is not a Specified Substance and the Participant can establish that the Prohibited Substance was Used Out-of-Competition in a context unrelated to sport performance.
51. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Player under Regulation 3 (presence) or Regulation 4 (Use or Attempted Use), or committed by a Player or Player Support Personnel under Regulation 8 (Possession), the following penalties must be imposed:
- (a) Where the Anti-Doping Rule Violation does not involve a Specified Substance, 4 years' suspension, unless the Player or Player Support Personnel establishes that the violation was not intentional, in which case 2 years' suspension;
 - (b) Where the Anti-Doping Rule Violation does involve a Specified Substance, 2 years' suspension, unless The FA establishes that the violation was intentional, in which case 4 years' suspension.
52. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Player under Regulation 5 (evading, refusing or failing to submit to Sample collection) or by any Participant under Regulation 7 (Tampering or Attempted Tampering), 4 years' suspension must be imposed, unless the Player establishes that an Anti-Doping Rule Violation contrary to Regulation 5 was not intentional, in which case 2 years' suspension must be imposed.
53. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Player under Regulation 6 (Registered Testing Pool Whereabouts Failures), a minimum of one year's suspension and a maximum of two years' suspension must be imposed, based on the Player's degree of Fault. The flexibility between one year and two years' suspension is not available in any case where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Player was trying to avoid being available for Testing. In such cases a penalty of two years' suspension must be imposed.
54. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Player or any other Participant under Regulation 9 (Trafficking or Attempted Trafficking) or Regulation 10 (Administration or Attempted Administration), the following penalties must be imposed:

- (a) A minimum of 4 years' suspension, up to a lifetime suspension, depending on the seriousness of the violation in question. Any violation involving a Minor shall be considered particularly serious for these purposes. If the violation involves a Participant administering or trafficking to a Minor, the violation shall result in a lifetime suspension unless the violation involves only a Specified Substance.
 - (b) Any significant violations that may also breach non-sporting laws and / or regulations shall be reported to the competent authority.
55. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Participant under Regulation 11 (complicity) the penalty shall be a minimum of two years' suspension up to a maximum of four years' suspension, depending on the seriousness of the violation.
56. Subject to the relevant provisions of Part Eight of these Regulations, for a violation committed by a Participant under Regulation 12 (prohibited association) the penalty shall be a minimum of one year's suspension up to a maximum of two years' suspension, depending on the Participant's degree of Fault and the other circumstances of the case.

Sanction on a Club

57. If more than two Players of a team are found to have committed Anti-Doping Rule Violations during a Competition and in the same playing season, whilst registered to play for that team, a Regulatory Commission shall impose a sanction on that team or its Club, in addition to any sanctions imposed on the Players who committed such Anti-Doping Rule Violations. This sanction shall automatically follow from the Anti-Doping Rule Violations committed by the Players. The team or Club will not be entitled to challenge the findings of the Regulatory Commission or Appeal Board in relation to the Anti-Doping Rule Violations committed by the Players, but shall be entitled only to address a Regulatory Commission in mitigation as to the sanction to be imposed on the team or Club.
58. The sanctions available to a Regulatory Commission in such circumstances shall be as follows –
- (a) A points deduction;
 - (b) Forfeit of a match or matches;
 - (c) Exclusion of a team from a competition;
 - (d) A fine.

PART SEVEN - SANCTIONS FOR MULTIPLE VIOLATIONS

59. Prior Anti-Doping Rule Violations:
- (a) For the purpose of determining whether an Anti-Doping Rule Violation committed by a Participant under these Regulations should be treated as a first, second or subsequent violation for sanctioning purposes:
 - (i) Anti-Doping Rule Violations by the same Participant that occurred prior to the effective date of these Regulations shall be counted. Where the sanction for the first violation was determined based on a previous version of these Regulations, the period of suspension applicable under these Regulations shall be applied for the purposes of determining the suspension under Regulation 60.
 - (ii) Anti-Doping Rule Violations by the same Participant that were committed pursuant to the Regulations of FIFA, UEFA, or any other sports governing body (wherever located in the world and whether or not such other bodies govern football) shall be counted, provided that those violations are consistent with the Code and within that other body's authority. The

Regulatory Commission has the discretion to take any prior violations that do not meet these criteria into account.

- (b) Notwithstanding Regulation 59(a) or any other provision of these Regulations:
 - (i) An Anti-Doping Rule Violation for which a Participant has established No Fault or Negligence shall not be considered a prior violation under this Part Seven, and nor shall any breach of any of Regulations 14-17.
 - (ii) A previous Anti-Doping Rule Violation must take place within the same ten year period as the Anti-Doping Rule Violation for which a sanction is being determined in order to be taken into account under this Part Seven.
60. For a violation that is a Participant's second Anti-Doping Rule Violation, the period of suspension shall be the greater of -
- (a) Six months; or
 - (b) One half of the period of suspension imposed for the first Anti-Doping Rule Violation, without taking into account any reduction under Regulations 70-72 (Substantial Assistance/ admission in the absence of other evidence / prompt admission); or
 - (c) Twice the period of suspension otherwise applicable to the second Anti-Doping Rule Violation treated as if it were a first violation, without taking into account any reduction under Regulations 70-72 (Substantial Assistance/ admission in the absence of other evidence / prompt admission).
61. Any period of suspension established in accordance with Regulation 60 may be further reduced by the application of Regulations 70-72 (Substantial Assistance/ admission in the absence of other evidence / prompt admission).

Subsequent Anti-Doping Rule Violations

62. A third or subsequent Anti-Doping Rule Violation will always result in a lifetime period of suspension, unless it fulfils the conditions for elimination or reduction of the period of suspension due to No Fault or Negligence or No Significant Fault or Negligence under Regulations 66-69, or involves an Anti-Doping Rule Violation under Regulation 6 (Registered Testing Pool Whereabouts Failures). In these particular cases, the period of suspension shall be from eight years to a lifetime.

Additional rules for multiple Anti-Doping Rule Violations

63. Second or subsequent Anti-Doping Rule Violations may only be taken into account for sanctioning purposes if The FA establishes that the Participant committed the second or subsequent violation after the Participant received notice or The FA made a reasonable attempt to give notice of the previous Anti-Doping Rule Violation. If The FA is unable to meet this burden, for sanctioning purposes the Anti-Doping Rule Violations shall be considered as one single violation and the penalty imposed shall be the more severe penalty.

Additional rules for prior, but later-discovered Anti-Doping Rule Violations

64. If, after the establishment of a first Anti-Doping Rule Violation, The FA discovers facts involving an Anti-Doping Rule Violation by the Participant that occurred prior to notification regarding the first Anti-Doping Rule Violation, then The FA shall impose an additional sanction based on the sanction that could have been imposed if the two Anti-Doping Rule Violations had been dealt with by a Regulatory Commission at the same time.

PART EIGHT - REDUCTION OF PENALTIES FOR EXCEPTIONAL OR SPECIFIC CIRCUMSTANCES

General

65. If the Participant establishes any of the applicable conditions set out in this Part Eight, the Regulatory Commission may replace the penalties set out in Part Six of these Regulations with the penalties stipulated in this Part Eight.

Elimination of the period of suspension based on No Fault or Negligence

66. If a Participant establishes in an individual case that he bears No Fault or Negligence for the Anti-Doping Rule Violation in question, then any otherwise applicable period of suspension will be eliminated. This Regulation only applies in exceptional circumstances.
- (a) This Regulation 66 may only be applied to Anti-Doping Rule Violations under Regulation 3 (presence), Regulation 4 (Use or Attempted Use) or Regulation 8 (Possession). It may not be applied to any other Anti-Doping Rule Violation.

Reduction of the period of suspension based on No Significant Fault or Negligence

67. Where the Anti-Doping Rule Violation involves a Specified Substance, and the Participant can establish that he bears No Significant Fault or Negligence for that violation, then the penalty shall be (at a minimum) a reprimand and no period of suspension, and (at a maximum) two years' suspension, depending on the Participant's degree of Fault.
68. In cases where the Participant can establish No Significant Fault or Negligence and that the Prohibited Substance in question came from a Contaminated Product, then the period of suspension shall be (at a minimum) a reprimand and no period of suspension, and (at a maximum) two years' suspension, depending on the Participant's degree of Fault.
69. If a Participant establishes in an individual case where Regulations 67 and 68 are not applicable that he bears No Significant Fault or Negligence, then, subject to further reduction or elimination as provided in Regulations 70-72 (Substantial Assistance/ admission in the absence of other evidence / prompt admission), the otherwise applicable period of suspension may be reduced based on the Participant's degree of Fault, but the reduced period of suspension may not be less than one-half of the period of suspension otherwise applicable. If the otherwise applicable period of suspension is a lifetime, the reduced period may be no less than eight years.
- (a) This Regulation 69 may be applied to any Anti-Doping Rule Violation except those where intent is an element of the violation or an element of a particular sanction or another Regulation already specifies a range of periods of suspension for the violation based on the Participant's degree of Fault.
70. Substantial Assistance in Discovering or Establishing Anti-Doping Rule Violations:
- (a) The FA or Regulatory Commission may suspend a part of any period of suspension imposed in an individual case where the Participant has provided Substantial Assistance to The FA, NADO, UEFA, FIFA or another national football association or an Anti-Doping Organisation, criminal authority or disciplinary body, which results in The FA, NADO, UEFA, FIFA, the national association or other Anti-Doping Organisation discovering or bringing forward an Anti-Doping Rule Violation by another person or which results in a criminal authority or disciplinary body discovering or bringing forward a criminal offence or the breach of professional rules committed by another person and the information provided by the Participant providing Substantial Assistance is made available to the Anti-Doping Organisation with results management responsibility. If the decision to suspend the suspension on account of Substantial Assistance is made after a final decision following an appeal from a decision of a Regulatory Commission in respect of an Anti-Doping Rule Violation or the expiration of time in which an appeal must be brought, then the approval of WADA or FIFA is required.
- (b) Subject to Regulation 70(a), the extent to which the otherwise applicable period of suspension may be suspended shall be based on the seriousness of the Anti-Doping Rule Violation committed by the Participant and the significance of the Substantial Assistance provided by the Participant to the effort to eliminate doping in sport.

- (c) No more than three-quarters of the otherwise applicable period of suspension may be suspended. If the otherwise applicable period of suspension is a lifetime, the non-suspended period under this section must be no less than eight years.
 - (d) If the FA or Regulatory Commission suspends any part of the otherwise applicable period of suspension under Regulation 70(a), it shall promptly provide a written justification for its decision to each Anti-Doping Organisation having a right to appeal the decision.
 - (e) If the Participant fails to continue to cooperate and to provide the complete and credible Substantial Assistance upon which a suspension of the period of suspension was based, the Anti-Doping Organisation that suspended the period of suspension shall reinstate the original period of suspension. If an Anti-Doping Organisation decides to reinstate an original period of suspension or decides not to reinstate an original period of suspension, that decision may be appealed by any person entitled to appeal under Regulation 74.
 - (f) To further encourage Participants to provide Substantial Assistance to Anti-Doping Organisations, at the request of the Anti-Doping Organisation conducting results management or at the request of the Participant who is asserted to have committed an Anti-Doping Rule Violation, WADA may agree at any stage of the results management process, including after a final appeal decision, to what it considers to be an appropriate suspension of the otherwise-applicable period of suspension and other penalty. In exceptional circumstances, WADA may agree to suspensions of the period of suspension and other penalties for Substantial Assistance greater than those otherwise provided for in Regulation 70(a), or even no period of suspension, and/or no return of prize money or payment of fines or costs. WADA's approval shall be subject to reinstatement of sanction as provided in Regulation 70(e). WADA's decisions in this context may not be appealed by any other Anti-Doping Organisation.
 - (g) If an Anti-Doping Organisation suspends any part of an otherwise applicable sanction because of Substantial Assistance, then notice providing justification for the decision shall be provided to the other Anti-Doping Organisations with a right to appeal. In unique circumstances where WADA determines that it would be in the best interest of anti-doping, WADA may authorise an Anti-Doping Organisation to enter into appropriate confidentiality agreements limiting or delaying the disclosure of the Substantial Assistance agreement or the nature of Substantial Assistance being provided.
71. Admission of an Anti-Doping Rule Violation in the absence of other evidence
- Where a Participant voluntarily admits to having committed an Anti-Doping Rule Violation before having received notice of a Sample collection that could establish that Anti-Doping Rule Violation or, in the case of an Anti-Doping Rule Violation other than under Regulation 3 (presence of a Prohibited Substance), before receiving first notification of the admitted violation pursuant to these Regulations, and that admission is the only reliable evidence of the violation at the time of admission, then the period of suspension may be reduced, but not below one half of the period of suspension otherwise applicable.
72. Prompt Admission of an Anti-Doping Rule Violation after being Confronted with a Violation of Regulation 5 or Regulation 7
- A Participant who is potentially subject to a four-year suspension for evading or refusing Sample collection or Tampering with Sample collection may, by promptly admitting the asserted Anti-Doping Rule Violation after being confronted by an Anti-Doping Organisation, and also upon the approval and at the discretion of both WADA and The FA, receive a reduction in the period of suspension down to a minimum of two years, depending on the seriousness of the violation and the Participant's degree of Fault.

73. Reduction in sanction under more than one provision
- Before applying any reduction or suspension under this Part Eight, the otherwise applicable period of suspension shall be determined. If the Participant establishes entitlement to a reduction or suspension of the period of suspension under two or more provisions of this Part Eight, then the period of suspension may be reduced or suspended, but not below one quarter of the otherwise applicable period of suspension.

PART NINE - APPEALS

74. The following decisions may be appealed exclusively as provided in this Part Nine: a decision that an Anti-Doping Rule Violation was committed, a decision imposing or not imposing a sanction for an Anti-Doping Rule Violation, or a decision that no Anti-Doping Rule Violation was committed; a decision that an Anti-Doping Rule Violation proceeding cannot go forward for procedural reasons (including, for example, prescription); a decision by WADA not to grant an exception to the six months' notice requirement for a retired Player to return to Competition under Regulation 48; a decision by WADA assigning results management; a decision by The FA not to bring forward an Adverse Analytical Finding or an Atypical Finding as an Anti-Doping Rule Violation, or a decision not to go forward with an Anti-Doping Rule Violation after an investigation; a decision to impose a Provisional Suspension as a result of a Provisional Hearing; The FA's failure to comply with Regulation 25 (provisional suspensions); a decision that The FA lacks jurisdiction to rule on an alleged Anti-Doping Rule Violation or any resulting sanction; a decision to suspend, or not suspend, a period of suspension or to reinstate, or not reinstate, a suspended period of suspension under Regulation 70; a decision under Regulation 44 (punishment of Participant for contravening Regulation 42(a)); and a decision by The FA not to recognise another Anti-Doping Organisation's decision.
75. In addition to The FA and the Participant who is the subject of the decision, FIFA, the NADO and WADA shall also have the right to appeal against a decision referenced in Regulation 74. Such decisions shall be notified immediately to FIFA, the NADO and WADA. The deadline for FIFA, the NADO and / or WADA to lodge such an appeal shall be 21 days from receipt of the decision and any case file from The FA. Any Regulation that stipulates a time limit applicable to other appellants in the Regulations for Football Association Appeals shall not apply to FIFA, the NADO or WADA in such cases. Both the Participant who is the subject of the decision and The FA shall have the right to act as a Respondent where an appeal is brought by FIFA, the NADO or WADA. Any Anti-Doping Organisation that is a party to an appeal shall promptly provide the appeal decision to the Participant and to the other Anti-Doping Organisations that would have been entitled to appeal.
76. FIFA and WADA shall also have the right to appeal to CAS against any decision of the Appeal Board in relation to an Anti-Doping Rule Violation that would otherwise be final and binding under the Regulations for Football Association Appeals. Such decisions of the Appeal Board shall be sent immediately to FIFA and WADA. The deadline for FIFA and WADA to lodge such an appeal shall be 21 days from receipt of the decision and any case file from The FA. Cross appeals and other subsequent appeals by any respondent named in cases brought to CAS under the Code are specifically permitted. Any party with a right to appeal under this Regulation must file a cross appeal or subsequent appeal at the latest with the party's answer.
77. Notwithstanding any other provision of these Regulations, where WADA has a right of appeal under these Regulations against a decision, and no other party has appealed against that decision, WADA may appeal that decision directly to CAS without having first to exhaust any other remedy, including (without limitation) without having to appeal to the Appeal Board. Where The FA fails to render a decision with respect to whether an Anti-Doping Rule Violation was committed within a reasonable deadline set by WADA, WADA

may elect to appeal directly to CAS as if The FA had rendered a decision finding no Anti-Doping Rule Violation. If CAS determines that an Anti-Doping Rule Violation was committed and that WADA acted reasonably in electing to appeal directly to CAS, WADA's costs and legal fees shall be reimbursed by The FA.

78. The scope of review for any appeal pursuant to these Regulations includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision maker. In making its decision in any appeal, CAS need not give deference to the discretion exercised by the body whose decision is being appealed.

PART TEN – MISCELLANEOUS

79. The FA will recognise testing, hearing results or other final adjudication of any signatory of the Code that are consistent with the Code and within the signatory's authority. The FA will recognise the same actions of bodies that are not signatories of the Code if the rules of those bodies are otherwise consistent with the Code.
80. Where doping control has been carried out in accordance with FIFA's Anti-Doping Regulations, whether by FIFA or another confederation or association, The FA shall recognise the results of such doping control.
81. The FA shall recognise and render effective decisions taken by FIFA or another national association regarding a breach of FIFA's Anti-Doping Regulations.
82. Personal information that is provided pursuant to these Regulations shall be collected, stored, processed and/or disclosed in compliance with the applicable law and the International Standard for the Protection of Privacy and Personal Information. Any Participant providing such information shall be deemed to have consented to such treatment.

SCHEDULE ONE

Procedural Guidelines for the Conduct of Drug Testing and Investigations

PART ONE – GENERAL PROVISIONS

1. General
 - 1.1. Testing will be carried out in conformity with the International Standard for Testing and Investigations and these Guidelines (as amended from time to time). The FA has drug testing jurisdiction over all Participants. Players may be drug tested at any place and any time, including during any period of suspension. Drug testing may be conducted on both male and female Players and reference in these Regulations and Guidelines to “a Player” includes either gender, as appropriate. Testing shall only be undertaken for anti-doping purposes, although Samples collected in such testing may also be analysed to determine compliance with The FA’s Social Drugs Policy Regulations prohibiting the Out of Competition use of social drugs (as defined in those Regulations).
 - 1.2. Drug testing refers to the collection of both blood and urine Samples. The decision to collect blood and/or urine Samples at a test event is at the absolute discretion of the NADO and The Football Association. The minimum requirements for blood testing set out in clause 6.1 only apply to Premier League and Football League Championship Clubs. Any Player may be subject to blood testing regardless of which league he participates in.
 - 1.3. Drug testing may be conducted on Minors and should be carried out in accordance with the International Standard for Testing and Investigations Annex C (Modifications for Athletes who are Minors). Where a Minor is to be tested, any consent or signature that is required by these Regulations is to be given by a representative of the Player’s Club. It is the responsibility of each Club to ensure that it has obtained, from a person with parental responsibility for any Minor, prior written consent to the conduct of drug testing upon such a Minor. No Minor may participate in any football activity without such consent being obtained.
 - 1.4. Players are obliged to undergo drug testing as set out in these Regulations and Guidelines. In particular, every Player designated to undergo a drug test by a Doping Control Officer, or Blood Collection Official, whether as a result of target testing or random selection, is obliged to provide a urine Sample and, if requested, a blood Sample, and to cooperate promptly and fully with all Competent Officials.
2. Confidentiality
 - 2.1. A Player has the right to access information relevant to his test held in relation to the Anti-Doping Programme. The FA may however refuse such access if, for example but without limitation, the release of such information:
 - (a) would jeopardise any charges brought or to be brought by The FA or jeopardise an ongoing investigation whether or not this involves the Player who was being charged;
 - (b) would jeopardise the rights of third parties (including the source(s) of information received by The FA); or
 - (c) appears to be sought by the Player for an improper or collateral purpose.
 - 2.2. Periodically The FA may publish to the NADO and the public in general, in summary and anonymised form, reports of tests undertaken on Players.
 - 2.3. In the event of an Adverse Analytical Finding, The FA shall notify the NADO, and FIFA by no later than completion of the results management process described in part 6 below, and shall notify the same organisations where it has withdrawn such an allegation, imposed a Provisional Suspension, or agreed with a Participant to the imposition of a sanction without a hearing. The FA may also notify UEFA of the results of any Sample analysis.

- 2.4 The NADO and FIFA shall be regularly updated on the status and findings of any review or proceedings conducted pursuant to these Regulations with a prompt written reasoned explanation or decision explaining the resolution of the matter.
- 2.5 In the event The FA charges a Participant with commission of an Anti-Doping Rule Violation, The FA shall notify the NADO and FIFA simultaneously with the issue of the charge to the Participant. Notification shall include: the Participant's name, country and discipline within football, the Participant's competitive level, whether the test (if any) was In-Competition or Out-of-Competition, the date of Sample collection, the analytical result reported by the laboratory, and other information as required by the International Standard for Testing and Investigations, or, for Anti-Doping Rule Violations other than under Regulation 3, the rule violated and the basis of the alleged violation.
- 2.6 The FA shall notify the NADO and FIFA of the decision of any FA Regulatory Commission and/or Appeal Board considering an Anti-Doping Rule Violation.
- 2.7 The recipient organisations shall not disclose any of this information beyond those persons with a need to know (which would include the appropriate personnel at the applicable Club) until The FA has made Public Disclosure or has failed to make Public Disclosure of this information.
- 2.8 Any information relating to a whereabouts-related failure in respect of a Player shall not be disclosed beyond those persons with a need to know unless and until that Player is found to have committed an Anti-Doping Rule Violation or Misconduct based on such whereabouts-related failure. Such persons who need to know shall also maintain the confidentiality of such information until the same point.
- 2.9 The FA shall not comment publicly on the specific facts of a pending case, except in response to public comments attributable to the Participant concerned or his representatives.
- 2.10 In the event of an Anti-Doping Rule Violation being determined by a final decision in disciplinary proceedings, including any appeal proceedings, The FA shall make Public Disclosure by publishing on its website the details of the decision, including the Anti-Doping Rule Violation, the name of the Participant who committed the violation, the Prohibited Substance or Prohibited Method involved (where applicable), and the penalty imposed. Where the final decision is that no Anti-Doping Rule Violation has been committed, the decision may only be Publicly Disclosed, whether in its entirety or in redacted form, with the consent of the Participant. The FA shall use reasonable efforts to obtain such consent. Public Disclosure on The FA's website of any decision pursuant to this paragraph 2.10 shall be for the longer of either one month or the duration of any suspension imposed on the Participant.
- 2.11 The mandatory requirement to make Public Disclosure of decisions contained in paragraph 2.10 shall not apply where the Participant who has committed an Anti-Doping Rule Violation is a Minor, or in the case of decisions finding Misconduct contrary to any of Regulations 14-17. Any publication by The FA in relation to such cases will be entirely at its discretion.
- 2.12 Notwithstanding paragraph 2.10, the Regulatory Commission or Appeal Board may order that some or all of the text of any decision it reaches in an anti-doping case may not be published, where there are compelling reasons not to publish. In such cases, only the outcome may be published.

PART TWO – DRUG TESTING

3. Doping Control Form
- 3.1 It should be noted that the Doping Control Form used in the Anti-Doping programme is generic and not specific to football. In the event of any conflict between the terms of any form and the Anti-Doping Regulations or these Guidelines, the Anti-Doping Regulations and Guidelines shall prevail.

4. Test Distribution Planning
 - 4.1. The NADO will draw up the test distribution plan for football in consultation with The FA Anti-Doping Unit. The test distribution plan must be compliant with the WADA Technical Document for Sport Specific Analysis (TDSSA) and the requirements of the International Standards for Testing and Investigations. The FA will provide a copy of its test distribution plan to WADA upon request. Players shall be selected for Sample collection using random selection methods and targeted testing, as required.
 - 4.2. Target testing shall be based on an assessment of the risks of doping and the most effective use of resources to ensure optimum detection and deterrence. Target testing conducted Out of Competition shall be as determined by the NADO in consultation with The FA Anti-Doping Unit, or by The FA Anti-Doping Unit independently. During In Competition periods, the DCO and / or The Football Association Supervising Officer ("FASO") may also select additional Players for Sample collection, e.g. based on behaviour indicating doping. If more than one Player in a team has tested positive, target testing may be performed on all Players in the team.
 - 4.3. For individual Players, target testing may be performed as a consequence of:
 - (a) behaviour indicating doping;
 - (b) abnormal biological parameters (blood parameters, steroid profiles etc.);
 - (c) injury;
 - (d) repeated, or suspicious failure to make whereabouts filings;
 - (e) player test history;
 - (f) the conditions of a disciplinary order;
 - (g) reinstatement following a period of suspension; or
 - (h) any other reason determined by The FA or the NADO.Neither The FA nor the NADO is obliged to provide the Player or Club representative with a reason for the Player's selection for a target test.
 - 4.4. Testing that is not target testing shall be determined by random selection.

General

5. Notification of Drug Testing
 - 5.1. The Sample collection will be carried out by Doping Control Officers (DCOs), Chaperones or Blood Collection Officers (BCO's). During testing conducted In Competition and during testing conducted using the whereabouts information specified in Regulation 15, a FASO may also be present (i) to act as a point of liaison between the Club and Player and the DCO(s)/BCO(s)/ Chaperone(s), and (ii) to facilitate the conduct of drug testing and (iii) to report any matters of interest or concern to The FA.
 - 5.2. Before drug testing is carried out, if requested by the Player and/or any Club official, the Competent Officials must show their identification cards. The Competent Officials are under no obligation to present their identification cards where the circumstances render this unreasonable.
 - 5.3. On arriving at a venue for In Competition drug testing or for testing using the whereabouts information specified in Regulation 15, the Competent Officials will attempt to make contact with an official from the relevant Club. For an In Competition test the official would be the Secretary of the home Club or (if the Secretary is not present or otherwise unavailable) another official from the home Club.
 - 5.4. If requested by a DCO, BCO, FASO or Chaperone, any Player selected for drug testing may be required to produce photographic identification to prove his identity.

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6. Facilities for the Collection of Samples
 - 6.1. At all venues used for drug testing, Clubs are obliged to provide as a minimum the following secure areas (collectively known as the "Doping Control Station") for the collection of Samples:
 - (a) A clean, adequately lit private waiting area, with sufficient seating for the Players waiting to be tested;
 - (b) A clean, private working area of sufficient size to comfortably accommodate the persons referred to in paragraph 13.3 below, which should contain clean fixed surfaces for sampling equipment and Samples;
 - (c) Private toilets; and
 - (d) Where blood testing is being conducted, a comfortable chair and/or bed for the Player to use during the provision of a blood Sample, and sufficient space for the Player to lie down.
 - 6.2. The Doping Control Station must be allocated for the sole use of the Competent Officials for the duration of the doping control process. Where practical, all areas required for the Doping Control Station must be linked with or proximate to each other. The Doping Control Station must be clearly identified. The Doping Control Station should be made available in a usable condition and should be clean.
 - 6.3. The Competent Officials will provide the equipment that is required for the drug testing, including (where applicable) collection vessels, containers, Sample bottles, and approved sealing equipment.
 - 6.4. Prior to the start of testing, the Competent Officials should satisfy themselves that the Doping Control Station facilities are adequate. Clubs must comply with any reasonable requests made by Competent Officials who do not believe that the facilities are adequate. The FA may make a written request for a Club to alter or improve its Doping Control Station or the facilities used for the same, and the Club shall alter or improve its Doping Control Station to meet the request within a reasonable timeframe to be stipulated by The FA.
 - 6.5. The DCO(s) will make every effort to collect Samples as discreetly as possible and with maximum privacy, but it must be recognised that circumstances may impose difficulties upon a DCO that cannot easily be overcome.
 - 6.6. Once the Competent Officials have confirmed their satisfaction with the facilities provided, only those people listed in paragraph 13.3 of these Guidelines should be allowed into the Doping Control Station until completion of the doping control process.
 - 6.7. It is recommended that the Club arranges for a security guard/steward to be positioned outside the Doping Control Station to keep unauthorised persons from entering the Station. A 'No Entry' sign should be displayed.
 7. Verification of whereabouts information
 - 7.1. On occasion, The FA may send officials to training venues in order to verify in any respect the accuracy of the whereabouts information submitted by a Club or Player. Such verification may be conducted separately to or in conjunction with drug testing. Clubs must provide FA staff attending for this purpose with all necessary assistance to complete this task satisfactorily. Any inaccuracy of the whereabouts information submitted by a Club or Player that is discovered in this manner may be treated as a breach of Regulation 14 and/or Regulation 15, as appropriate.
 8. Random selection of Players
 - 8.1. The selection of Players for drug testing shall be determined by the NADO in consultation with The FA Anti-Doping Unit, or by The FA Anti-Doping Unit independently. If it is decided to select Players on a random basis, the random selection by a draw of required Players will be conducted by the Lead DCO witnessed by the Competent Officials.

- 8.2. Only the Competent Officials need to be present for the draw. Although official(s) from the relevant Club(s) whose Players are subject to testing may be invited to be present, the absence of such officials will not invalidate the draw.
- 8.3. Additional “reserve” Players will be drawn in case a Player drawn is unable and/or fails to submit to the doping control process. For the avoidance of doubt, if a Player is determined to have failed without compelling justification to submit to the doping control process, he may be charged with an Anti-Doping Rule Violation under Regulation 5.
- 8.4. The timing of the draw will be at the complete discretion of The FA and the NADO, but in the case of an In Competition test it will not ordinarily take place later than half-time.
- 8.5. During any test event, target testing of further Players may also be conducted at that time as a separate matter.
9. Target testing
 - 9.1. In addition to random testing, the NADO in consultation with The FA Anti-Doping Unit, or The FA Anti-Doping Unit independently, may conduct target testing on Clubs or Players, including Players in the current representative England team squads. Target testing may be requested by the Professional Footballers’ Association and/or Clubs.
 - 9.2. Target testing will take place at a date and time determined by the NADO in consultation with The FA Anti-Doping Unit, or The FA Anti-Doping Unit independently. The Player may be required to supply whereabouts information to The FA to allow such testing to take place.
10. Player rights and responsibilities
 - 10.1. The Player’s rights in relation to the drug testing process include the right to:
 - (a) have the team physician or other representative and (if required) an interpreter present; and
 - (b) be informed and ask for additional information about the Sample collection process.
 - 10.2. The Player’s obligations in relation to the drug testing process include the requirement to:
 - (a) report immediately for a test following notification, unless there are valid reasons for a delay, as determined at the absolute discretion of the DCO or BCO;
 - (b) remain within direct observation of the BCO, DCO or the Chaperone at all times from the point of notification until completion of the Sample collection; and
 - (c) comply with Sample collection procedures (where practicable the Player shall be advised of the possible consequences of failure to comply).
11. Notification of Players
 - 11.1. An appropriate Club representative will be notified of the Players selected for testing. For In Competition testing this will be via a written notice in the form set out in Schedule 4.
 - 11.2. The Club and all Club officials must ensure that the Competent Officials are given clear and unobstructed access to Players selected for testing without delay. Clubs and Club officials must provide the Competent Officials with all reasonable assistance they may require to locate the Player and carry out the notification process and Sample collection as expeditiously and as efficiently as possible. Clubs and Club officials must do all in their power to ensure that the Competent Officials make contact with Players selected for testing as soon as reasonably practicable. Any failure to comply with the above may be treated as a breach of Regulation 7 (Tampering or Attempted Tampering) or Regulation 16 (interference with the drug testing process), as appropriate.
 - 11.3. Once contact has been made between the selected Player and the Competent Official, the Player will be notified of his selection for drug testing and must (in accordance with paragraph 13.1) immediately report to the Doping Control Station. The Player must allow

- himself to be chaperoned at all times following the notification. Save only where written acknowledgement is clearly impracticable at the time of notification, upon notification the Player must acknowledge that he has been selected for drug testing by signing the relevant section of the Doping Control Form. In those exceptional cases where written acknowledgement is impracticable at the time of notification, the Player should confirm the notification when he gets to the Doping Control Station, by signing the relevant section of the form at that point.
- 11.4. If a Player is determined to have avoided notification without compelling justification, he may be charged with an Anti-Doping Rule Violation under Regulation 5 (evading or refusing or failing to submit to Sample collection) or (if Regulation 5 does not apply) with Misconduct.
12. Authorisation not to test
- 12.1. At the absolute discretion of the FASO, a Player may be excused participation in a test if the Player has sustained a serious injury which renders him incapable of taking a drug test and/ or requires immediate attendance at hospital for medical treatment. The FA reserves the right for a Competent Official to accompany the injured Player to allow a test to be carried out following the required medical treatment.
- 12.2. If the injured Player is not accompanied to hospital, the Player and/or the Club must provide evidence to The FA of the Player's admission to hospital or of other medical treatment arising from that injury within 14 days of the day of the intended test.
- 12.3. Where a Sample cannot be collected from a Player due to injury, a Sample will be taken from another Player of the same team, either selected at random or pre-selected as a reserve. Clubs and Club officials must ensure that a Player pre-selected as a reserve does not leave the stadium, training ground or other relevant venue until the Player has checked with a DCO that he is not required for drug testing.
13. Collection of Samples
- 13.1. Having been notified, a Player must immediately report to the Doping Control Station. On reporting to the Doping Control Station, the Player must (if he has not done so already) acknowledge that he has been selected for drug testing by signing the relevant section of the Doping Control Form. He must then remain there until the testing process is completed. He may leave the Doping Control Station only under exceptional circumstances with the prior permission of the Lead DCO and then only if chaperoned by a DCO or Chaperone at all times until his return to the Doping Control Station.
- 13.2. If a Player fails or refuses to report to provide a Sample, reports but then refuses to provide a Sample, or otherwise fails to follow the directions of the Competent Officials, he may be subject to penalties for an Anti-Doping Rule Violation under Regulation 5 or Regulation 7 or (if neither Regulation 5 nor Regulation 7 applies) for Misconduct.
- 13.3. Only the following persons should be allowed into the working room of the Doping Control Station:-
- (a) the FASO;
 - (b) the DCO(s);
 - (c) the BCO(s);
 - (d) the Chaperone(s);
 - (e) the Player;
 - (f) the team physician or other representative nominated by the Player (and interpreter if required); and
 - (g) any other person specified by the NADO and/or The FA.

- The Competent Officials may reasonably refuse access to the Doping Control Station to any person not listed in this paragraph 13.3.
- 13.4. Where a Sample is to be taken from a Player who is a Minor, the Player will be given the opportunity to have a representative, selected by and of the same gender as the Player, where practicable, present during the doping control process at all times.
 14. Failure to comply with doping control
 - 14.1. When any Competent Official becomes aware of any matters occurring before, during or after a Sample collection session that may lead to a determination of a failure to comply, he must inform the FASO and Lead DCO immediately.
 - 14.2. The Lead DCO shall then:
 - (a) inform the Player or other party concerned of the consequences of a possible failure to comply if practicable;
 - (b) complete the Player's Sample collection session, if possible;
 - (c) provide a detailed written report of any possible failure to comply to The FA and the NADO.
 - 14.3. The FA shall then:
 - (a) inform the Player or other party concerned of the possible failure to comply in writing and grant the Player an opportunity to respond;
 - (b) instigate an investigation of the possible failure to comply based on all relevant information and documentation;
 - (c) document the evaluation process.
 - 14.4. If The FA determines that there has been a potential failure to comply, it shall promptly notify the Player or other party in writing of the possible consequences, i.e. that a potential failure to comply will be investigated and that appropriate follow-up action will be taken in accordance with the Anti-Doping Regulations.
 - 14.5. Any additional necessary information about the potential failure to comply shall be obtained from all relevant sources, including the Player or other party, as soon as possible and recorded.
 - 14.6. The FA shall investigate the potential failure to comply and take appropriate follow-up action in accordance with the Anti-Doping Regulations and any applicable disciplinary regulations.
 - 14.7. The FA Anti-Doping Unit shall establish a system for ensuring that the outcomes of its investigation into the potential failure to comply are considered for the purposes of results management and, if applicable for further planning and target testing.
 15. Urine Samples
 - 15.1. As soon as a Player feels that he is ready to provide a urine Sample, he may select a Sample collection vessel and a lid from a number of clean, unused vessels/lids and proceed to provide the Sample. The collection of the Sample should be witnessed by a DCO who is the same gender as the Player.
 - 15.2. Each Player is to be requested to provide a minimum of 90ml of urine. However, any 'shortfall' in the amount of urine provided shall not invalidate the test provided there is sufficient Sample for the analysis to be adequately performed.
 - 15.3. If initially a Player is unable to provide the required amount of urine, the Sample should be sealed and kept secure in the Doping Control Station. If a Competent Official permits him to leave the Doping Control Station (under chaperone), the Player must satisfy himself that the partial Sample has been sealed and safely stored prior to leaving the Doping Control Station. When ready to add to the Sample previously provided, the Player may return to

- the relevant area and provide a further Sample in accordance with the procedure set out in paragraph 15.1 of these Guidelines.
- 15.4. Once the DCO is satisfied that a sufficient amount of urine has been collected, the Player will be asked to select a box containing two tamper-evident Sample bottles and to pour his Sample from the collection vessel into the bottles. One Sample bottle will be used as the "A" Sample and the other as the "B" Sample.
 - 15.5. If one or more further Samples are provided pursuant to paragraph 15.3 of these Guidelines, such Sample(s) will be mixed together by the Player (or in exceptional circumstances where the Player is unable to do so, by a DCO) to create a single Sample.
 - 15.6. The DCO will carry out a test on the residue of the Sample left in the collection vessel to check the specific gravity of the Sample to ensure that it falls within the range required by the International Standard for Testing and Investigations. If the Sample does not fall within the required range, the Player must provide further Sample(s) in accordance with the procedure set out in paragraph 15.1 of these Guidelines until a Sample is provided that falls within the required range. The number of additional Samples to be collected is at the sole discretion of the DCO conducting the test, who may decide to abandon the test if circumstances prevent the collection of further Samples. For the avoidance of doubt, a Sample may still be analysed if it falls outside of the specified range.
 - 15.7. The urine Sample must be divided by the Player (or in exceptional circumstances where the Player is unable to do this, by a DCO in the presence of the Player) into the two bottles. It is recommended that the "A" Sample consists of at least 60ml and the "B" Sample of at least 30ml of urine.
 - 15.8. The two bottles must be closed and sealed by the Player (or in exceptional circumstances where the Player is unable to do this, by a DCO in the presence of the Player) and inserted into the box for transit to the laboratory. The Player should ensure that the code on each bottle is the same as the code entered by the DCO on the Doping Control Form.
 - 15.9. The Player, any accompanying representative and the DCO present at the Doping Control Station must sign the Doping Control Form, confirming that the above procedures were carried out satisfactorily. If the Player thinks that the procedures were not carried out satisfactorily, he should declare so in writing on the Doping Control Form and state his reasons for dissatisfaction. If the Player does not indicate any dissatisfaction with the testing procedure, this shall amount to conclusive evidence that the test was properly conducted and the Player will be deemed to have waived a claim to any irregularity in the collection of the Sample.
16. Blood Samples
- 16.1. Upon arrival at the Doping Control Station, the Player will be provided with an opportunity to hydrate. The Player will be required to sit, and to remain seated and relaxed for a time specified by the DCO before providing the blood Sample. Should the Player not comply with this request, this will be recorded by the DCO.
 - 16.2. The DCO or BCO will ask the Player to provide information in relation to each of the following:
 - (i) the Player's use of medication that may affect the Sample collection, particularly any medication that may affect blood clotting; and
 - (ii) any disorder suffered by the Player that may affect bleeding.
 - 16.3. If the Player provides any information in relation to either of the above, this should be recorded on the Doping Control Form, and the BCO (after consultation with the DCO) may determine in his or her sole discretion not to proceed with the collection procedure, in which case the DCO shall complete the Doping Control Form stating the reason why the BCO did not proceed with the collection.

- 16.4. After the required rest period, the DCO shall direct the Player to choose three sealed packs of blood collection kit from a selection of at least six. The DCO/BCO will then direct the Player to choose one blood Sample storage kit (containing an A and B Sample bottle) from a selection of at least three.
- 16.5. If, in assessing the Player's veins, the BCO considers that a butterfly needle is required for Sample collection, the Player shall be asked to select a butterfly needle from a selection of sealed needles.
- 16.6. The BCO will then insert the needle into the Player's vein and attach the appropriate number of container(s) to the needle to collect the blood from the Player.
- 16.7. In the event that the BCO is unable to draw sufficient blood from the first attempt, the BCO will undertake a second attempt to collect the blood Sample from a different puncture site and using a new collection kit. No more than three attempts in total to insert a needle into the Player's body will be made on a Player at any one blood collection session. Should all three attempts fail, the blood collection session will be terminated and the DCO or BCO will record the reasons for terminating the collection session. The entire blood Sample collection session will be carried out (to the extent reasonably practicable) in full view of the Player.
- 16.8. Once the BCO has collected the blood from the Player, the blood Sample containers will be inverted gently to mix the blood with the anti-coagulant (if required) and then placed on a table in full view of the Player and the BCO.
- 16.9. The DCO/BCO or Player will then place one blood Sample container into each of the A and B Sample bottles and seal the bottles. The DCO/BCO will then record the blood Sample bottle codes onto the Doping Control Form and record the time of sealing.
- 16.10. The Player shall be provided with an opportunity to document on the Doping Control Form any blood transfusions that he/she may have undergone over the last six months and/or to indicate any medications taken by him or her over the past seven days. The Player will also be required to complete the 'Consent for Research' section of the Doping Control Form to document whether the Player consents for his Sample to be used for research.
- 16.11. The Player, any accompanying representative and the DCO/BCO present at the Doping Control Station must sign the Doping Control Form, confirming that the above procedures were carried out satisfactorily. If the Player considers that the procedures were not carried out satisfactorily, he should declare so in writing on the Doping Control Form and state his reasons for dissatisfaction. If the Player does not indicate any dissatisfaction with the testing procedure, this shall amount to conclusive evidence that the test was properly conducted and the Player will be deemed to have waived a claim to any irregularity in the collection of the Sample.

PART THREE – PROCEDURES SPECIFIC TO IN COMPETITION TESTING

17. Selection of Matches
- 17.1. Drug testing may be conducted at any Match involving Participants and no prior notice needs to be given either to the Clubs concerned or to the Players.
- 17.2. The Matches at which the drug tests are to be conducted will be decided by The FA in consultation with the NADO, or by The FA independently. All Matches are open to testing.
18. Procedures following the selection of Players
- 18.1. Once Players have been selected the Club must allow the Competent Officials access to observe the Players from the tunnel area and or from an adjacent or nearby area of the pitch or stand where the Competent Officials can easily accompany the selected Players from the field of play in the event of substitution, injury or other reason for leaving the field of play.

PART FOUR – PROCEDURES SPECIFIC TO OUT OF COMPETITION TESTING

19. General

In association with the NADO or any other body so designated by The FA, The FA may conduct unannounced Out Of Competition testing on any Player at any place and any time, whether or not such place and/or time has been provided by the Club or Player as part of the provision of whereabouts information.
20. Procedures following the selection of Players
- 20.1. Once Players have been selected, the Competent Officials must give Players a reasonable time to complete training or any other activity in which they are engaged before giving the verbal notification in accordance with paragraph 11.3 above.
- 20.2. The Club must allow the Competent Officials access to observe the Players complete training or any other activity in which they are engaged.

PART FIVE – STORAGE, DESPATCH AND ANALYSIS OF SAMPLES

22. Storage and Despatch of Samples
- 22.1. All Samples should be stored in a secure place pending despatch to the laboratory.
- 22.2. Where blood Samples are collected, the A and B Sample bottles may (depending on the transportation system being used) be placed into a plastic sleeve under the observation of the Player. The bottles will be placed into a temperature-controlled container for transportation, whatever the transportation system used.
- 22.3. Samples should be sent to the laboratory as soon as is reasonably practicable.
23. Use of accredited laboratories
- 23.1. Analysis of the Samples shall be carried out in WADA-accredited laboratories or laboratories otherwise approved by WADA. The choice of WADA accredited laboratory (or other laboratory or method) used for the Sample analysis shall be determined exclusively by The FA or by any other body as may be designated by The FA.
24. The purpose of Sample analysis and Investigations
- 24.1. Samples shall be analysed to detect Prohibited Substances and Prohibited Methods identified in the Prohibited List and other substances as may be directed by WADA, and/or to assist the NADO and/or The FA in profiling relevant parameters, including DNA or genomic profiling, or for any other legitimate anti-doping purpose. They may also be analysed to determine compliance with The FA's Social Drugs Policy Regulations. Samples may be collected and stored for future analysis.
- 24.2. Investigations shall be undertaken in relation to Atypical Findings and Adverse Passport Findings, and in relation to other indications of potential Anti-Doping Rule Violations, to gather intelligence or evidence (including, in particular, non-analytical evidence) in order to determine whether an Anti-Doping Rule Violation has occurred.
25. Research on Samples
- 25.1. No Sample may be used for research without the Player's written consent.
26. Analysis of Samples
- 26.1. Laboratories shall analyse Samples and report results in conformity with the International Standard for Laboratories. The head of the laboratory shall send the test results to the NADO. The head of the laboratory may also send results to The FA.
- 26.2. Any Sample may be subject to further analysis by The FA or NADO at any time before both the A and B Sample analytical results (or A Sample result where B Sample analysis has been waived or will not be performed) have been communicated to the Player as the asserted basis for an Anti-Doping Rule Violation contrary to Regulation 3. A Sample may be stored and subject to further analyses for the purposes of paragraph 24.1 at any time exclusively

- at the direction of The FA, WADA or the NADO (any Sample storage or further analysis initiated by WADA shall be at WADA's expense). Further analysis of Samples shall be conducted in substantial conformity with the requirements of the International Standard for Laboratories and the International Standard for Testing and Investigations.
- 26.3. All Samples provided by Players further to doping control under the responsibility of The FA are the property of the designated Sample collection body. The designated Sample collection body shall immediately following Sample provision by the Player concerned transfer ownership of that Sample to The FA. Following consultation with The FA, the NADO may make reasonable directions in relation to the re-analysis of Samples based on knowledge and information arising after the initial analysis. The FA shall comply with such reasonable directions.
 - 26.4. The FA will endeavour to ensure that the analysis of the "A" Sample is carried out as soon as possible after arrival at the designated laboratory.
 - 26.5. Access to the laboratory during analysis should be restricted to authorised members of the laboratory and to authorised observers.
 - 26.6. If at any stage any question, issue or problem arises in relation to the Sample, the laboratory may conduct any further or other tests necessary to clarify or resolve the matter at issue. The results of such tests may be relied upon by The FA in any disciplinary proceedings.

PART SIX – RESULTS MANAGEMENT

27. Communication of Results
- 27.1. Following notification of an Adverse Analytical Finding or other Anti-Doping Rule Violation, the matter shall be subject to the results management process set out below.
- 27.2. The results management process shall be conducted by the NADO and/or The FA Anti-Doping Unit as agreed between them. For the avoidance of doubt, The FA shall be the body that conducts the results management process unless The FA agrees otherwise.
- 27.3. For the purpose of this Part, references hereafter to the NADO and the FA Anti-Doping Unit shall, where appropriate, be understood as meaning the relevant person or body of The FA and references to the Participant shall, where appropriate, be understood as meaning any Player Support Personnel or other person.
- 27.4. If the Player is under 18 years of age at the time of the above notification, the Player will be asked to provide consent for The FA to notify his or her parent(s)/guardian(s).
28. Initial review regarding Atypical Findings and notification
- 28.1. Upon receipt of an Atypical Finding, the NADO or The FA shall conduct a review to determine whether:
 - (a) The finding is consistent with a valid and applicable TUE that has been granted to the Player (and if the Player has applied for a retroactive TUE then the review may be stayed pending determination of that application); or
 - (b) There has been any apparent departure from the International Standard for Laboratories or the International Standard for Testing and Investigations that caused the finding.
- 28.2. If the initial review does not reveal an applicable TUE or an apparent departure that caused the Atypical Finding, the NADO or The FA shall conduct the required investigation. After the investigation has been completed, the Player and his Club, and WADA shall be notified whether or not the Atypical Finding will be brought forward as an Adverse Analytical Finding. Notice of an Atypical finding will not be provided before completion of the investigation unless it is determined that the B Sample should be analysed, in which case the Player will be notified.

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29. Initial review regarding Adverse Analytical Findings and notification
- 29.1. Upon receipt of an Adverse Analytical Finding, the NADO or The FA shall conduct a review to determine whether:
- (a) The finding is consistent with a valid and applicable TUE that has been granted to the Player (and if the Player has applied for a retroactive TUE then the review may be stayed pending determination of that application); or
 - (b) There has been any apparent departure from the International Standard for Laboratories or the International Standard for Testing and Investigations that caused the Adverse Analytical Finding.
- 29.2. If the initial review does not reveal an applicable TUE or departure that caused the Adverse Analytical Finding, the NADO or The FA shall at once confidentially notify a representative of The FA Integrity Department. Before giving any person notice of an alleged Anti-Doping Rule Violation, The FA shall refer to ADAMS or another system approved by WADA and contact WADA and other relevant Anti-Doping Organisations to determine whether the Player has any prior Anti-Doping Rule Violation.
- 29.3. The FA shall then notify the Player and his Club simultaneously. This notification will include details of the following:
- (a) the Adverse Analytical Finding;
 - (b) the relevant Anti-Doping Rule Violation(s);
 - (c) the Player's right to promptly request the analysis of the "B" Sample and of the fact that the "B" Sample analysis may be deemed waived if such request is not received within the time limit set by The FA Anti-Doping Unit;
 - (d) the fact that analysis of the "B" Sample analysis may be conducted at the request of The FA regardless of the Player's decision in this respect;
 - (e) the scheduled date, time and place for the "B" Sample analysis;
 - (f) the opportunity for the Player and/or the Player's representative to attend the "B" Sample opening and analysis; and
 - (g) the Player's right to request copies of the "A" and "B" Sample laboratory documentation package, which includes information as required by the International Standard for Laboratories.
30. Analysis of the "B" Sample in Adverse Analytical Findings
- 30.1. The Player has the right to request the analysis of the "B" Sample within 5 calendar days of being notified of an Adverse Analytical Finding. The request for analysis of the "B" Sample has no impact on a provisional suspension of the Player.
- 30.2. A Player may accept an "A" Sample analytical result by waiving his right to the "B" Sample analysis. The FA may however request the analysis of the "B" Sample at any time if it believes that such analysis will be relevant to consideration of the Player's case.
- 30.3. The FA shall, either via the NADO or directly itself, communicate the request for analysis of the "B" Sample immediately to the head of the laboratory where the "B" Sample is stored. The analysis of the "B" Sample shall be carried out as soon as possible. Any delay in processing of the 'B' Sample shall not be considered as a departure from the International Standard for Laboratories that may invalidate the analytical procedure or results. No reason shall be accepted for changing the date of the "B" Sample analysis.
- 30.4. The Player and/or his representative shall be allowed to be present at the opening of the "B" Sample analysis and to attend the analysis throughout. A representative of the Player's association or club may also be present and attend throughout, as may a representative of The FA and/or the NADO.

31. Results management
- 31.1. The results of the "B" Sample analysis shall be sent immediately to the NADO to determine whether they confirm the Adverse Analytical Finding made in respect of the "A" Sample.
32. Review of Atypical Passport Findings and Adverse Passport Findings.
- 32.1. Review of Atypical Passport Findings and Adverse Passport Findings shall take place as provided in the International Standard for Testing and Investigations and International Standard for Laboratories. At such time as the NADO or The FA is satisfied that an Anti-Doping Rule Violation has occurred, it shall promptly notify the Player and the Player's Club of the alleged Anti-Doping Rule Violation, and the basis for that allegation.
33. Review of Whereabouts Failures.
- 33.1. Review of potential filing failures and missed tests for Players in a Registered Testing Pool shall take place as provided in the International Standard for Testing and Investigations. At such time as The FA is satisfied that a Regulation 6 Anti-Doping Rule Violation has occurred, it shall promptly notify the Player and the Player's Club of the alleged Anti-Doping Rule Violation, and the basis for it.
34. Review of other Anti-Doping Rule Violations
- 34.1. In the case of any possible Anti-Doping Rule Violation where there is no Adverse Analytical Finding and no Atypical Finding, The FA shall conduct any investigation based on the facts of the case that it deems to be necessary.
- 34.2. At such time as The FA has reason to believe that an Anti-Doping Rule Violation might have occurred, it shall promptly notify the Player and the Player's Club of the alleged Anti-Doping Rule Violation, and the basis for it.
35. Response to Charge
- 35.1. Where a Player is charged with an Anti-Doping Rule Violation, he shall be given a time limit to respond to the charge.
35. Retirement from sport
- 35.1. If a Player retires while a results management process is under way, The FA retains jurisdiction to complete its results management process.
- 35.2. If a Player retires before any results management process has begun, The FA has jurisdiction to conduct results management in respect of any matter occurring prior to such retirement.

SCHEDULE TWO

DEFINITIONS

“Administration” means providing, supplying, supervising, facilitating, or otherwise participating in the Use or Attempted Use by another Person of a Prohibited Substance or Prohibited Method. However, this definition shall not include the actions of bona fide medical personnel involving a Prohibited Substance or Prohibited Method used for genuine and legal therapeutic purposes or other acceptable justification and shall not include actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance;

“Adverse Analytical Finding” means a report from a laboratory or other WADA-approved entity that identifies in a Sample the presence of a Prohibited Substance or its Metabolites or Markers (including elevated quantities of endogenous substances) or evidence of the Use of a Prohibited Method, consistently with the International Standard for Laboratories and related technical documents;

“Adverse Passport Finding” means a report identified as such, as described in the applicable International Standards;

“Anti-Doping Organisation” means a signatory that is responsible for adopting rules for initiating, implementing or enforcing any part of the doping control process. Examples of anti-doping organisations include the International Olympic Committee or other major event organisations that conduct testing at their events, WADA, international federations, and national anti-doping organisations such as the NADO;

“Anti-Doping Rule Violation” means a breach of any one of Regulations 3-12 (inclusive);

“Athlete Biological Passport” means the program and methods of gathering and collating data as described in the International Standard for Testing and Investigations and International Standard for Laboratories;

“Attempt” means purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an Anti-Doping Rule Violation. However, there shall be no Anti-Doping Rule Violation based solely on an attempt to commit a violation if the person renounces the attempt prior to it being discovered by a third party not involved in the attempt;

“Atypical Finding” means a report from a laboratory or other WADA-approved entity that requires further investigation as provided by the International Standard for Laboratories or related technical documents prior to the determination of an Adverse Analytical Finding;

“Atypical Passport Finding” means a report described as an Atypical Passport Finding in the applicable International Standards;

“Blood Collection Officer(s) or BCO(s)” means the person(s) appointed by the NADO or any other body so designated by The FA to carry out the doping control process including for example but without limitation the collection of blood Samples;

“CAS” means the Court of Arbitration for Sport, Lausanne, Switzerland;

“Chain of custody” means the sequence of individuals or organisations who have the responsibility for a Sample from the provision of the Sample until the Sample has been received for analysis;

“Chaperone” means the person(s) appointed by the NADO or any other body so designated by The FA to assist in the Doping Control Process;

“Code” means the World Anti-Doping Code;

“Competent Official” means a BCO, DCO, a Chaperone or the FASO;

“Competition” has the same meaning as in Rule A2 of the Rules of the Football Association;

“Contaminated Product” means a product that contains a Prohibited Substance that is not disclosed on the product label or in information available in a reasonable internet search;

“Doping Control” means all steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, Sample collection and handling, laboratory analysis, therapeutic use exemptions, results management, hearings and appeals;

“Doping Control Officer(s)” or “DCO(s)” means the person(s) appointed by the NADO or any other body so designated by The FA to carry out the doping control process, including (for example but without limitation) the collection of Samples. If there is more than one DCO present during the doping control process, the Lead DCO shall have overall authority for that process;

“Doping Control Station” means the area reserved to carry out the doping control process as described in the Procedural Guidelines;

“FA” or “Football Association” or “Association” shall mean The Football Association or its designee. The FA may in its absolute discretion delegate any of its functions under the Regulations to the NADO.

“Fault” means any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Participant’s degree of Fault include, for example, the Participant’s experience, whether they are a Minor, special considerations such as impairment, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Participant’s degree of Fault, the circumstances considered must be specific and relevant to explain the Participant’s departure from the expected standard of behaviour. Thus, for example, the fact that a Player would lose the opportunity to earn large sums of money during a period of suspension, or the fact that the Player only has a short time left in his or her career, or the timing of the sporting calendar would not be relevant factors to be considered in reducing the period of suspension under the provisions of Part Eight;

“FIFA Regulations” means the Statutes, Regulations, directives and circulars of FIFA as well as the Laws of the Game issued by the International Football Association Board;

“Football Association Supervising Officer”, or “FASO”, means the person appointed by The FA to facilitate the doping control process;

“In Competition” means the time period starting at midnight on the day of a match until the time on that match day that the Sample collection procedures have been completed by the Competent Officials (note that this time period will be different for Players depending on the time at which Sample collection procedures are completed for individual Players);

“International Standard” means a standard (e.g. the International Standard for Testing and Investigations) adopted by WADA in support of the World Anti-Doping Code. Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the International Standard were performed properly. An International Standard shall include any technical documents issued pursuant to the International Standard;

“Marker” means a compound, group of compounds or biological parameters that indicate the Use of a Prohibited Substance or Prohibited Method;

“Match” means a single football match, including but not limited to any football match within the definition of “Match” contained in FA Rule A2;

“Metabolite” means any substance produced by a biotransformation process;

“Minor” means a natural person who has not reached the age of 18;

“Misconduct” is as defined in the Rules of The Football Association;

“National Anti-Doping Organisation”, or “NADO”, means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of Samples, the management of test results, and the conduct of hearings, all at the national level. This includes an entity that may be designated by multiple countries to serve

as the regional anti-doping organisation for such countries. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee such as The FA. In respect of the United Kingdom (UK), "NADO" means UK Anti-Doping;

"No Fault or Negligence" means that the Participant is able to establish that he did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an Anti-Doping Rule. Except in the case of a Minor, for any violation of Regulation 3, the Player must also establish how the Prohibited Substance entered his system;

"No Significant Fault or Negligence" means the Participant is able to establish that his Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or negligence, was not significant in relation to the Anti-Doping Rule Violation. Except in the case of a Minor, for any violation of Regulation 3, the Player must also establish how the Prohibited Substance entered his system. For cannabinoids, a Player may establish No Significant Fault or Negligence by clearly demonstrating that the context of the Use was unrelated to sport performance;

"Out of Competition" means any time which is not In Competition;

"Participant" has the same meaning as in Rule A2 of the Rules of the Football Association;

"Player" has the same meaning as the defined term in Rule A2 of the Rules of The Football Association, in addition to any other football player who is not eligible to play for a Club by reason of a period of suspension that has been imposed by The FA, FIFA or UEFA;

"Player Support Personnel" means any personnel working with, treating or assisting a Player participating in or preparing for football matches or training sessions, including but not limited to a coach, trainer, manager, agent, Intermediary (as defined in The FA Regulations on Working with Intermediaries), club staff, official, nutritionist, medical or paramedical personnel, or parent;

"Possession" means the actual physical possession, or the constructive possession (which shall be found only if the person has exclusive control or intends to exercise control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists); provided, however, that if the person does not have exclusive control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists, constructive possession shall only be found if the person knew about the presence of the Prohibited Substance or Prohibited Method and intended to exercise control over it. Provided, however, there shall be no Anti-Doping Rule Violation based solely on possession if, prior to receiving notification of any kind that the person has committed an Anti-Doping Rule Violation, the person has taken positive action demonstrating that he never intended to have possession and has renounced possession by expressly declaring it to an anti-doping organisation. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a prohibited substance or prohibited method constitutes Possession by the person who makes the purchase;

"Prohibited List" means the list of Prohibited Substances and Prohibited Methods that is produced by WADA as updated from time to time and recognised by The FA in accordance with paragraph 5 of the Preamble;

"Prohibited Method" means any method defined as such in the Prohibited List;

"Provisional Hearing" means an expedited abbreviated hearing on notice that occurs prior to the full hearing of the charge and provides the Player with an opportunity to make representations, whether written or oral, in respect of a Provisional Suspension only;

"Prohibited Substance" means any substance or class of substances defined as such in the Prohibited List;

“Provisional Suspension” means a Player or other person is barred temporarily from participating in any football or football activity prior to the final decision in respect of the relevant Anti-Doping Rule Violation at a Regulatory Commission hearing;

“Public Disclosure” means dissemination to the general public;

“Registered Testing Pool” means the pool of highest priority Players (established at international level or at national level) who are subject to focussed testing In and Out of Competition as part of a test distribution plan and are therefore required to provide whereabouts information as provided in Article 5.6 of the International Standard for Testing and Investigations;

“Sample” means any biological material collected for the purpose of Doping Control;

“Specified Substance” means any substance classified as such in the Prohibited List;

“Substantial Assistance”: A person providing substantial assistance must: (1) fully disclose in a signed written statement all information he possesses in relation to Anti-Doping Rule Violations, and (2) fully cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by an anti-doping organisation or hearing panel. Moreover, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought;

“Suitable specific gravity for analysis” means specific gravity measured at 1.005 or higher with a refractometer, or 1.010 or higher with lab sticks;

“Tampering” means altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter test results or prevent normal procedures from occurring;

“Target testing” means selection of specific Players for testing based on criteria set forth in the International Standard for Testing and Investigations;

“Testing” means the parts of the doping control process involving test distribution planning, Sample collection, Sample handling, and Sample transport to the laboratory;

“Therapeutic Use Exemption”, or “TUE”, means an exemption to take a substance for medical purposes which is normally prohibited under the Anti-Doping Regulations. The procedure for the grant of a Therapeutic Use Exemption is set out in the Regulations and Schedule Five;

“Trafficking” means selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Participant to any third party; provided, however, this definition shall not include the actions of a bona fide medical personnel involving a Prohibited Substance used for genuine and legal therapeutic purposes or other acceptable justification, and shall not include actions involving Prohibited Substances that are not prohibited in Out-of-Competition testing unless the circumstances as a whole demonstrate such Prohibited Substances were not intended for genuine and legal therapeutic purposes or intended to enhance sport performance;

“Use” means the utilisation, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method; and

“WADA” means the World Anti-Doping Agency.

SCHEDULE THREE

The version of the Prohibited List published below was current when this Handbook was published. The version of the Prohibited List that is current at any given time will be available on WADA's website located at www.wada-ama.org and on The FA's website, located at www.TheFA.com/anti-doping.

THE PROHIBITED LIST

WORLD ANTI-DOPING CODE
INTERNATIONAL
STANDARD



PROHIBITED LIST

JANUARY 2016



This List shall come into effect on 1 January 2016.

The official text of the *Prohibited List* shall be maintained by WADA and shall be published in English and French.
In the event of any conflict between the English and French versions, the English version shall prevail.

IN ACCORDANCE WITH ARTICLE 4.2.2 OF THE WORLD ANTI-DOPING CODE, ALL *PROHIBITED SUBSTANCES* SHALL BE CONSIDERED AS "*SPECIFIED SUBSTANCES*" EXCEPT SUBSTANCES IN CLASSES S1, S2, S4.4, S4.5, S6.a, AND *PROHIBITED METHODS* M1, M2 AND M3.

SUBSTANCES & METHODS PROHIBITED AT ALL TIMES

(IN- AND OUT-OF-COMPETITION)

PROHIBITED SUBSTANCES

S0 NON-APPROVED SUBSTANCES

Any pharmacological substance which is not addressed by any of the subsequent sections of the *List* and with no current approval by any governmental regulatory health authority for human therapeutic use (e.g. drugs under pre-clinical or clinical development or discontinued, designer drugs, substances approved only for veterinary use) is prohibited at all times.

S1 ANABOLIC AGENTS

Anabolic agents are prohibited.

1. ANABOLIC ANDROGENIC STEROIDS (AAS)

a. Exogenous* AAS, including:

1-Androstenediol [5 α -androst-1-ene-3 β ,17 β -diol];
 1-Androstenedione [5 α -androst-1-ene-3,17-dione];
 1-Testosterone [17 β -hydroxy-5 α -androst-1-en-3-one];
 4-Hydroxytestosterone [4,17 β -dihydroxyandrost-4-en-3-one];
 19-Norandrostenedione [estr-4-ene-3,17-dione];
 Bolandiol [estr-4-ene-3 β ,17 β -diol];
 Bolasterone;
 Boldenone;
 Boldione [androsta-1,4-diene-3,17-dione];
 Calusterone;
 Clostebol;
 Danazol ([1,2]oxazolo[4',5':2,3]pregna-4-en-20-yn-17 α -ol);
 Dehydrochlormethyltestosterone [4-chloro-17 β -hydroxy-17 α -methylandrosta-1,4-dien-3-one];
 Desoxymethyltestosterone [17 α -methyl-5 α -androst-2-en-17 β -ol];
 Drostanolone;
 Ethylestrenol [19-norpregna-4-en-17 α -ol];
 Fluoxymesterone;
 Formebolone;
 Furazabol [17 α -methyl [1,2,5]oxadiazolo[3',4':2,3]-5 α -androstan-17 β -ol];

Gestrinone;
 Mestanolone;
 Mesterolone;
 Metandienone [17 β -hydroxy-17 α -methylandrosta-1,4-dien-3-one];
 Metenolone;
 Methandriol;
 Methasterone [17 β -hydroxy-2 α ,17 α -dimethyl-5 α -androstan-3-one];
 Methyldienolone [17 β -hydroxy-17 α -methylestra-4,9-dien-3-one];
 Methyl-1-testosterone [17 β -hydroxy-17 α -methyl-5 α -androst-1-en-3-one];
 Methylnortestosterone [17 β -hydroxy-17 α -methylestr-4-en-3-one];
 Methyltestosterone;
 Metribolone [methyltrienolone, 17 β -hydroxy-17 α -methylestra-4,9,11-trien-3-one];
 Mibolerone;
 Nandrolone;
 Norbolethone;
 Norclostebol;
 Norethandrolone;
 Oxabolone;
 Oxandrolone;
 Oxymesterone;
 Oxymetholone;
 Prostanazol [17 β -[[tetrahydropyran-2-yl]oxy]-1'H-pyrazolo[3,4:2,3]-5 α -androstan-17 β -ol];
 Quinbolone;
 Stanazolol;
 Stenbolone;
 Tetrahydrogestrinone [17-hydroxy-18 α -homo-19-nor-17 α -pregna-4,9,11-trien-3-one];
 Trenbolone [17 β -hydroxyestr-4,9,11-trien-3-one];

and other substances with a similar chemical structure or similar biological effect(s).

b. Endogenous AAS when administered exogenously:**

Androstenediol (androst-5-ene-3 β ,17 β -diol);
 Androstenedione (androst-4-ene-3,17-dione);
 Dihydrotestosterone (17 β -hydroxy-5 α -androstan-3-one);
 Prasterone (dehydroepiandrosterone, DHEA,
 3 β -hydroxyandrost-5-en-17-one);
 Testosterone;

and their metabolites and isomers, including but not limited to:

3 β -Hydroxy-5 α -androstan-17-one;
 5 α -Androstane-3 α ,17 α -diol;
 5 α -Androstane-3 α ,17 β -diol;
 5 α -Androstane-3 β ,17 α -diol;
 5 α -Androstane-3 β ,17 β -diol;
 5 β -Androstane-3 α ,17 β -diol;
 7 α -Hydroxy-DHEA;
 7 β -Hydroxy-DHEA;
 4-Androstenediol (androst-4-ene-3 β , 17 β -diol)
 5-Androstenedione (androst-5-ene-3,17-dione);
 7-Keto-DHEA;
 19-Norandrosterone;
 19-Noretiocholanolone.
 Androst-4-ene-3 α ,17 α -diol;
 Androst-4-ene-3 α ,17 β -diol;
 Androst-4-ene-3 β ,17 α -diol;
 Androst-5-ene-3 α ,17 α -diol;
 Androst-5-ene-3 α ,17 β -diol;
 Androst-5-ene-3 β ,17 α -diol;
 Androsterone
 Epi-dihydrotestosterone;
 Epitestosterone;
 Etiocholanolone.

2. OTHER ANABOLIC AGENTS**Including, but not limited to:**

Clenbuterol, selective androgen receptor modulators (SARMs, e.g. andarine and ostarine), tibolone, zeranol and zilpaterol.

For purposes of this section:

- * "exogenous" refers to a substance which is not ordinarily produced by the body naturally.
- ** "endogenous" refers to a substance which is ordinarily produced by the body naturally.

S2 PEPTIDE HORMONES, GROWTH FACTORS, RELATED SUBSTANCES AND MIMETICS

The following substances, and other substances with similar chemical structure or similar biological effect(s), are prohibited:

1. Erythropoietin-Receptor agonists:
 - 1.1 Erythropoiesis-Stimulating Agents (ESAs) including e.g. Darbepoietin (dEPO); Erythropoietins (EPO); EPO-Fc; EPO-mimetic peptides (EMP), e.g. CNTO 530 and peginesatide; methoxy polyethylene glycol-epoetin beta (CERA).
 - 1.2 Non-erythropoietic EPO-Receptor agonists, e.g. ARA-290; asialo EPO; carbamylated EPO.
2. Hypoxia-inducible factor (HIF) stabilizers, e.g. cobalt and FG-4592; and HIF activators, e.g. argon, xenon;
3. Chorionic Gonadotrophin (CG) and Luteinizing Hormone (LH) and their releasing factors, e.g. busserelin, gonadorelin and leuporelin, in males;
4. Corticotrophins and their releasing factors, e.g. corticorelin;

5. Growth Hormone (GH) and its releasing factors including:

Growth Hormone Releasing Hormone (GHRH) and its analogues, e.g. CJC-1295, sermorelin and tesamorelin; Growth Hormone Secretagogues (GHS), e.g. ghrelin and ghrelin mimetics, e.g. anamorelin and ipamorelin; GH-Releasing Peptides (GHRPs), e.g. alexamorelin, GHRP-6, hexarelin and pralmorelin (GHRP-2).

Additional prohibited growth factors:

Fibroblast Growth Factors (FGFs);

Hepatocyte Growth Factor (HGF);

Insulin-like Growth Factor-1 (IGF-1) and its analogues;

Mechano Growth Factors (MGFs);

Platelet-Derived Growth Factor (PDGF);

Vascular-Endothelial Growth Factor (VEGF)

and any other growth factor affecting muscle, tendon or ligament protein synthesis/degradation, vascularisation, energy utilization, regenerative capacity or fibre type switching.

S3

BETA-2 AGONISTS

All beta-2 agonists, including all optical isomers, e.g. *d*- and *l*- where relevant, are prohibited.

Except:

- Inhaled salbutamol (maximum 1600 micrograms over 24 hours);
- Inhaled formoterol (maximum delivered dose 54 micrograms over 24 hours); and
- Inhaled salmeterol in accordance with the manufacturers' recommended therapeutic regimen.

The presence in urine of salbutamol in excess of 1000 ng/mL or formoterol in excess of 40 ng/mL is presumed not to be an intended therapeutic use of the substance and will be considered as an *Adverse Analytical Finding (AAF)* unless the *Athlete* proves, through a controlled pharmacokinetic study, that the abnormal result was the consequence of the use of the therapeutic inhaled dose up to the maximum indicated above.

S4

HORMONE AND METABOLIC MODULATORS

The following hormone and metabolic modulators are prohibited:

1. Aromatase inhibitors including, but not limited to:
 - 4-Androstene-3,6,17 trione (6-oxo);
 - Aminoglutethimide;
 - Anastrozole;
 - Androsta-1,4,6-triene-3,17-dione (androstatrienedione);
 - Exemestane;
 - Formestane;
 - Letrozole;
 - Testolactone.
2. Selective estrogen receptor modulators (SERMs) including, but not limited to:
 - Raloxifene;
 - Tamoxifen;
 - Toremifene.
3. Other anti-estrogenic substances including, but not limited to:
 - Clomiphene;
 - Cyclofenil;
 - Fulvestrant.
4. Agents modifying myostatin function(s) including, but not limited, to: myostatin inhibitors.
5. Metabolic modulators:
 - 5.1 Activators of the AMP-activated protein kinase (AMPK), e.g. AICAR; and Peroxisome Proliferator Activated Receptor δ (PPAR δ) agonists, e.g. GW 1516;
 - 5.2 Insulins and insulin-mimetics;
 - 5.3 Meldonium;
 - 5.4 Trimetazidine.

S5 DIURETICS AND MASKING AGENTS

The following diuretics and masking agents are prohibited, as are other substances with a similar chemical structure or similar biological effect(s).

Including, but not limited to:

- Desmopressin; probenecid; plasma expanders, e.g. glycerol and intravenous administration of albumin, dextran, hydroxyethyl starch and mannitol.
- Acetazolamide; amiloride; bumetanide; canrenone; chlortalidone; etacrynic acid; furosemide; indapamide; metolazone; spironolactone; thiazides, e.g. bendroflumethiazide, chlorothiazide and hydrochlorothiazide; triamterene and vaptans, e.g. tolvaptan.

Except:

- Drospirenone; pamabrom; and ophthalmic use of carbonic anhydrase inhibitors [e.g. dorzolamide, brinzolamide].
- Local administration of felypressin in dental anaesthesia.

The detection in an *Athlete's Sample* at all times or *In-Competition*, as applicable, of any quantity of the following substances subject to threshold limits: formoterol, salbutamol, cathine, ephedrine, methylephedrine and pseudoephedrine, in conjunction with a diuretic or masking agent, will be considered as an *Adverse Analytical Finding* unless the *Athlete* has an approved *TUE* for that substance in addition to the one granted for the diuretic or masking agent.

PROHIBITED METHODS**M1 MANIPULATION OF BLOOD AND BLOOD COMPONENTS****The following are prohibited:**

1. The *Administration* or reintroduction of any quantity of autologous, allogenic (homologous) or heterologous blood, or red blood cell products of any origin into the circulatory system.
2. Artificially enhancing the uptake, transport or delivery of oxygen. Including, but not limited to: Perfluorochemicals; efaproxiral (RSR13) and modified haemoglobin products, e.g. haemoglobin-based blood substitutes and microencapsulated haemoglobin products, excluding supplemental oxygen.
3. Any form of intravascular manipulation of the blood or blood components by physical or chemical means.

M2 CHEMICAL AND PHYSICAL MANIPULATION**The following are prohibited:**

1. *Tampering*, or *Attempting to Tamper*, to alter the integrity and validity of *Samples* collected during *Doping Control*.
Including, but not limited to:
Urine substitution and/or adulteration, e.g. proteases.
2. Intravenous infusions and/or injections of more than 50 mL per 6 hour period except for those legitimately received in the course of hospital admissions, surgical procedures or clinical investigations.

M3 GENE DOPING**The following, with the potential to enhance sport performance, are prohibited:**

1. The transfer of polymers of nucleic acids or nucleic acid analogues;
2. The use of normal or genetically modified cells.

SUBSTANCES & METHODS PROHIBITED IN-COMPETITION

IN ADDITION TO THE CATEGORIES S0 TO S5 AND M1 TO M3 DEFINED ABOVE, THE FOLLOWING CATEGORIES ARE PROHIBITED *IN-COMPETITION*:

PROHIBITED SUBSTANCES

S6 STIMULANTS

All stimulants, including all optical isomers, e.g. *d*- and *l*- where relevant, are prohibited.

Stimulants include:

a: Non-Specified Stimulants:

Adrafinil;
Amfepramone;
Amfetamine;
Amfetaminil;
Amiphenazole;
Benfluorex;
Benzylpiperazine;
Bromantan;
Clobenzorex;
Cocaine;
Cropropamide;
Crotetamide;
Fencamine;
Fenetylline;
Fenfluramine;
Fenproporex;
Fonturacetam [4-phenylpiracetam (carphedon)];
Furfenorex;
Mefenorex;
Mephentermine;
Mesocarb;
Metamfetamin(d-);
p-Methylamphetamine;
Modafinil;
Norfenfluramine;
Phendimetrazine;
Phentermine;
Prenylamine;
Prolintane.

A stimulant not expressly listed in this section is a Specified Substance.

b: Specified Stimulants.

Including, but not limited to:

Benzfetamine;
Cathine**;
Cathinone and its analogues, e.g. mephedrone, methedrone, and α -pyrrolidinovalerophenone;
Dimethylamphetamine;
Ephedrine***;
Epinephrine**** (adrenaline);
Etamivan;
Etilamfetamine;
Etilefrine;
Famprofazone;
Fenbutrazate;
Fencamfamin;
Heptaminol;
Hydroxyamphetamine (parahydroxyamphetamine);
Isometheptene;
Levmetamfetamine;
Meclofenoxate;
Methylenedioxyamphetamine;
Methylephedrine***;
Methylhexaneamine (dimethylpentylamine);
Methylphenidate;
Nikethamide;
Norfenefrine;
Octopamine;
Oxilofrine (methylsynephrine);
Pemoline;
Pentetrazol;
Phenethylamine and its derivatives;
Phenmetrazine;
Phenpromethamine;
Propylhexedrine;
Pseudoephedrine****;
Selegiline;

Sibutramine;
 Strychnine;
 Tenamfetamine [methylenedioxyamphetamine];
 Tuaminoheptane;

and other substances with a similar chemical structure or similar biological effect[s].

Except:

- Clonidine
- Imidazole derivatives for topical/ophthalmic use and those stimulants included in the 2016 Monitoring Program*.
- * Bupropion, caffeine, nicotine, phenylephrine, phenylpropranolamine, pipradrol, and synephrine: These substances are included in the 2016 Monitoring Program, and are not considered *Prohibited Substances*.
- ** Cathine: Prohibited when its concentration in urine is greater than 5 micrograms per milliliter.
- *** Ephedrine and methylephedrine: Prohibited when the concentration of either in urine is greater than 10 micrograms per milliliter.
- **** Epinephrine (adrenaline): Not prohibited in local administration, e.g. nasal, ophthalmologic, or co-administration with local anaesthetic agents.
- ***** Pseudoephedrine: Prohibited when its concentration in urine is greater than 150 micrograms per milliliter.

S7 NARCOTICS

Prohibited:

Buprenorphine;
 Dextromoramide;
 Diamorphine (heroin);
 Fentanyl and its derivatives;
 Hydromorphone;
 Methadone;
 Morphine;
 Oxycodone;
 Oxymorphone;
 Pentazocine;
 Pethidine.

S8 CANNABINOIDS

Prohibited:

- Natural, e.g. cannabis, hashish and marijuana, or synthetic Δ^9 -tetrahydrocannabinol (THC).
- Cannabimimetics, e.g. "Spice", JWH-018, JWH-073, HU-210.

S9 GLUCOCORTICOIDS

All glucocorticoids are prohibited when administered by oral, intravenous, intramuscular or rectal routes.

SUBSTANCES PROHIBITED IN PARTICULAR SPORTS

P1 ALCOHOL

Alcohol (ethanol) is prohibited *In-Competition* only, in the following sports. Detection will be conducted by analysis of breath and/or blood. The doping violation threshold is equivalent to a blood alcohol concentration of 0.10 g/L.

- Air Sports (FAI)
- Archery (WA)
- Automobile (FIA)
- Powerboating (UIM)

P2 BETA-BLOCKERS

Beta-blockers are prohibited *In-Competition* only, in the following sports, and also prohibited *Out-of-Competition* where indicated.

- Archery (WA)*
- Automobile (FIA)
- Billiards (all disciplines) (WCBS)
- Darts (WDF)
- Golf (IGF)
- Shooting (ISSF, IPC)*
- Skiing/Snowboarding (FIS) in ski jumping, freestyle aeriels/halfpipe and snowboard halfpipe/big air
- Underwater sports (CMAS) in constant-weight apnoea with or without fins, dynamic apnoea with and without fins, free immersion apnoea, Jump Blue apnoea, spearfishing, static apnoea, target shooting and variable weight apnoea.

*Also prohibited *Out-of-Competition*

Including, but not limited to:

Acebutolol;	Labetalol;
Alprenolol;	Levobunolol;
Atenolol;	Metipranolol;
Betaxolol;	Metoprolol;
Bisoprolol;	Nadolol;
Bunolol;	Oxprenolol;
Carteolol;	Pindolol;
Carvedilol;	Propranolol;
Celiprolol;	Sotalol;
Esmolol;	Timolol.

SCHEDULE FOUR

THE FOOTBALL ASSOCIATION ANTI-DOPING PROGRAMME IN-COMPETITION DRUG TESTING PLAYERS SELECTED FOR DRUG TESTING

Representative of

Two of your players marked 'selected for drug testing' are required to report to the Doping Control Station immediately at the end of the match and before going to the dressing room.

Please tick [✓] appropriate boxes					
Draw 1 Card number	Player Name	Shirt No.	Selected for drug testing		Unused Substitute at the 75th min
Draw 2 Card number	Player Name	Shirt No.	Selected for drug testing	Reserve	Not selected

The FA request that you assist the Doping Control Officials in identifying the selected players on completion of the match. Your assistance with this matter will significantly reduce the chances of your players unnecessarily breaching FA Anti-Doping Regulations.

Signed Printed Date

FASO on behalf of The Football Association Anti-Doping Programme

SCHEDULE FIVE

GUIDE TO THERAPEUTIC USE EXEMPTIONS

1. INTRODUCTION

- 1.1. The Anti-Doping Regulations permit Players to apply for permission to use, for therapeutic purposes, substances or methods on the Prohibited List whose use is otherwise prohibited under the Anti-Doping Regulations. In order to excuse the presence or Use or Possession or Administration of a Prohibited Substance or Prohibited Method that would otherwise amount to an Anti-Doping Rule Violation, a TUE must be obtained that covers such presence or Use or Possession or Administration. The process for obtaining a TUE will be managed by the NADO on behalf of The FA, in accordance with this Guide.
- 1.2. Any Player who consults a doctor and is prescribed treatment or medication shall enquire whether the prescription contains any Prohibited Substances or involves the Use of any Prohibited Methods. If so, the Player must request alternative treatment. If alternative treatment is not available, an application for a TUE should be made in accordance with this Guide.
- 1.3. The International Standard for Therapeutic Use Exemptions (the "International Standard for TUEs") sets out the circumstances in which Players may claim such a therapeutic use exemption (or "TUE"). This Guide adopts and incorporates the International Standard for TUEs, as amended from time to time. All persons shall be deemed to accept the International Standard for TUEs and any such amendments thereto as binding upon them without further formality. In the case of any discrepancy between the International Standard for TUEs and this Guide, the International Standard for TUEs shall prevail.
- 1.4. This Guide may be updated at any time by The FA to take account of changes in the International Standard for TUEs or any other procedural changes. The version of this Guide in force at any given time will be published on The FA's website, at www.TheFA.com.
- 1.5. Subject only to paragraph 1B2 (which identifies limited circumstances in which a retroactive TUE may be granted), the following Players must obtain a TUE, by following the process for TUE applications detailed in Sections 1A and 1B of this Guide, prior to Using or Possessing the Prohibited Substance or Prohibited Method in question:

For clubs in the Premier League, Championship, League 1 or League 2:

Registered professional Players

Registered scholars and Apprentices at clubs competing in Professional Development League 1 (Category 1 clubs)

Any other Player who trains or competes with either of the above two groups of Players.

Any Player not in any of the categories identified above does not need a TUE in advance but instead may apply for it after a test, in accordance with paragraph 1B2(c), provided that use of a Prohibited Substance or a Prohibited Method prior to that time shall be at the Player's own risk.

- 1.6. Players must take note that TUEs issued to them by the NADO in accordance with this Guide may not be automatically recognised by UEFA or FIFA or organisers of other competitions in which they participate. It is the Player's responsibility to ensure that he complies with any additional TUE requirements placed on him by FIFA or UEFA or such other competition organiser. Any TUE granted by the NADO will not be valid for purposes of UEFA or FIFA or other competitions unless and until it is recognised by them. The FA and/or the NADO will support the Player in seeking such recognition. If FIFA refuses to recognise that TUE, then the review and appeal rights set out in Article 4 of the World Anti-Doping Code will apply, but if those rights are not exercised or if they are exercised unsuccessfully, then that

- TUE will become invalid for all purposes, including for purposes of The FA's Anti-Doping Regulations.
- 1.7. A Player may not apply to more than one body for a TUE. A Player who applies for a TUE pursuant to the rules of FIFA, UEFA or another body shall report the grant or denial of the application immediately to both The FA and the NADO by sending them copies of the application and the decision.
- 1.8. The FA will recognise and respect any TUE granted to a Player by FIFA or UEFA or other body provided that the grant is consistent with the Code and the International Standard for TUEs and is within the grantor's authority. If it does not think the TUE should be recognised, the review and appeal rights set out in Article 4 of the World Anti-Doping Code will apply, but if those rights are not exercised or if they are exercised unsuccessfully, then that TUE will become valid for all purposes, including for purposes of The FA's Anti-Doping Regulations.
- 1.9. A Player who seeks a TUE from the NADO consents to the processing of the TUE application as set out in this Guide, including:
- (a) the disclosure by the Player's physician(s) of any further information required by the NADO or the UK TUE Committee to process his/her TUE application;
 - (b) the communication by the NADO of the information in the application and/or supplemental information from the Player's physician(s) to members of the UK TUE Committee and (as required) on an anonymised basis to other independent medical or scientific experts consulted by the UK TUE Committee; and
 - (c) the communication of the grant or denial of a TUE, including the details of any conditions or restrictions on such grant, and any supporting documentation or information, to The FA, FIFA, WADA and other Anti-Doping Organisations.
- 1.10. Should the Player wish to revoke the consent set out in the preceding paragraph, he or she must notify the NADO and his/her physician(s) in writing of the fact, provided that upon such revocation of consent the application for a TUE (or for renewal of an existing TUE) will be deemed denied.

Section 1A: Process for applying for a Therapeutic Use Exemption (TUE)

1A1 An application for a TUE:

- must not be made simultaneously to both the NADO and another body;
- should be made on forms provided by the NADO, UEFA or FIFA, provided that they are in English and comply with the International Standard for TUEs;
- must be completed legibly, fully and accurately, in English, and must be signed by the Player and by any physician(s) supporting the application;
- must specify the dose, frequency, route and duration of proposed administration of the otherwise Prohibited Substance or Prohibited Method;
- must include a statement by an appropriately qualified physician: (a) identifying the Player's condition requiring treatment; and (b) attesting that all of the conditions for the grant of a TUE that are set out at paragraph 1A7 are met;
- must also include a comprehensive medical history of the Player and the results of all clinical examinations, laboratory investigations and imaging studies relevant to the application. For TUE applications involving imaging studies and respiratory function tests, copies of images or physiological data should be submitted, as well as any interpretative reports that may have been produced;
- must also enclose copies of any prior application(s) that the Player has made for the TUE, to whomever made, and the decision made on such application(s), or else must confirm that the Player has not made any prior application for the TUE;

- must provide completely accurate and up-to-date contact details for the Player and for each physician supporting the application, including in each case a current mailing address and phone number; and
 - must be sent to the NADO either by post, e-mail or fax to the following address, in an envelope marked “Private and confidential TUE Application”:
TUE
UK Anti-Doping
Third Floor, Fleetbank House,
2-6 Salisbury Square, London
EC4Y 8JX
or by confidential fax: 0800 298 3362
or by e-mail: tue@ukad.org.uk
- 1A2 Players should retain a copy of the application and enclosures sent to the NADO, along with proof of the date of mailing/emailing/faxing.
- 1A3 The NADO will make best efforts to carry out an administrative review of the application within three (3) working days of receipt to confirm that the application:
- falls within the NADO’s TUE jurisdiction. If the Player falls under the TUE jurisdiction of UEFA or FIFA, then the NADO will forward the application to UEFA or FIFA (as applicable) for review. Any delay shall be at the risk of the Player, who is responsible for making the application to the correct authority in the first place;
 - has been completed fully and accurately in accordance with paragraph 1A1, above; and
 - is accompanied by sufficient medical information to process the application.
- 1A4 If the application is incomplete and/or otherwise does not meet the necessary requirements, it will be returned to the Player with an explanation to that effect, and he/she shall be invited to re-apply in compliance with the necessary requirements. Any delay shall be at the risk of the Player, who is responsible for submitting a proper and complete application.
- 1A5 If the application passes the administrative review, the NADO will forward it to three members of the UK TUE Committee, one of whom will be designated as the Chair. The Chair will coordinate the responses of the UK TUE Committee and provide a final decision to the NADO with respect to the application. The Chair shall also be responsible for requesting, where necessary, further specialist input to support the UK TUE Committee in making a final decision. Timeframes for the review of TUE applications are set out in Section 1D.
- 1A6 The members of the UK TUE Committee shall meet the following criteria:
- each of them shall be a physician with experience in the care and treatment of Players and a sound knowledge of clinical, sports and exercise medicine;
 - if the Player has an impairment, at least one UK TUE Committee member must possess specific expertise in relation to the care and treatment of Players with impairments, or possess specific experience in relation to the Player’s particular impairment; and
 - a majority of the UK TUE Committee members must not have any official responsibility within football. At the discretion of the Chair, however, one of the three physicians may be a Football Association medical officer, in order to provide sport-specific expertise, provided that such person must otherwise satisfy these criteria; and
 - each UK TUE Committee member must provide the NADO with evidence that he/she satisfies the foregoing criteria, and in addition must confirm that (a) (save in the case of a Football Association medical officer or other representative) they are

- not aware of any conflict of interest in their consideration of the application, and (b) they will observe confidentiality with respect to the entire TUE process.
- 1A7 The UK TUE Committee will review the application, including the medical information provided, and make a decision as soon as reasonably practicable. The UK TUE Committee will only grant the TUE if the Player demonstrates to the satisfaction of the Committee, on the balance of probabilities, that all four of the following conditions are met:
- (a) The Prohibited Substance or Prohibited Method in question is needed to treat an acute or chronic medical condition, such that the Player would experience a significant impairment to health if the Prohibited Substance or Prohibited Method were withheld.
 - (b) The Therapeutic use of the Prohibited Substance or Prohibited Method in question is highly unlikely to produce any additional enhancement to performance beyond what might be anticipated by a return to the Player's normal state of health following the treatment of the acute or chronic medical condition.
 - (c) There is no reasonable Therapeutic alternative to the Use of the Prohibited Substance or Prohibited Method.
 - (d) The necessity for the Use of the Prohibited Substance or Prohibited Method is not a consequence, wholly or in part, of the Player's prior Use (without a TUE) of a substance or method which was prohibited at the time of such Use.
- 1A8 Where it does not need any further information to process the application, the UK TUE Committee will make best efforts to make a decision within seven (7) days of its receipt of the application. Where it considers it appropriate to seek further medical or scientific opinion or information in relation to the application, whether from the Player or his physician or from a third party, the UK TUE Committee shall do so as quickly as is practicable, provided that the identity of the applicant shall not be disclosed to any third party. The UK TUE Committee shall make its decision as soon as reasonably practicable after receipt of the further information or opinion.
- 1A9 The UK TUE Committee's decision to grant a TUE must be unanimous to be valid.
- 1A10 If the UK TUE Committee grants the TUE, it shall detail in its decision (a) the duration of the exemption granted; and (b) any conditions or requirements that the Player must satisfy.
- 1A11 If the UK TUE Committee denies the TUE or imposes any conditions or requirements on this grant, it shall state its reasons for doing so in the decision itself.
- 1A12 The NADO will send copies of the UK TUE Committee's decision, on a confidential basis, to the Player and The FA as soon as possible, and The FA may send a copy on to UEFA/FIFA. The NADO will also send a copy of the decision on a confidential basis to WADA and other Anti-Doping Organisations, in accordance with paragraph 1.9(c), above.
- 1A13 If the UK TUE Committee denies the TUE application or imposes any conditions or requirements on its grant beyond simply confirming the dose, frequency and route of administration requested in the application, then at the same time as the NADO sends a copy of the decision to the Player, it shall also advise him/her of the right to appeal the decision to the UK TUE Appeal Panel in accordance with Section 1D of this Guide.
- 1A14 The submission of false or misleadingly incomplete information in support of a TUE application (including but not limited to the failure to advise of the unsuccessful outcome of a prior application to another Anti-Doping Organisation for such a TUE) may result in the bringing of disciplinary charges for breach of Regulation 7 of the Anti-Doping Regulations (Tampering or Attempted Tampering) or (as appropriate) for Misconduct.

Section 1B: Timing of Applications for TUEs and Effective Dates for TUE Grants

1B1 In accordance with the International Standard for TUEs, subject only to the exceptions set out in paragraph 1B2, a Player is required to obtain a TUE in advance of Using or Possessing the Prohibited Substance or Prohibited Method in question. He must apply for the TUE as soon as the requirement for the TUE arises and no less than 21 days before participating in an event or competition.

Retroactive TUE applications

1B2 A Player may only be granted a retroactive TUE for his prior Use of a Prohibited Substance or Prohibited Method if all four of the conditions set out at paragraph 1A7 are met and:

- (a) emergency treatment or treatment of an acute medical condition was necessary; or
- (b) due to other exceptional circumstances, there was insufficient time or opportunity for the Player to submit, or for the UK TUE Committee to consider, an application for the TUE prior to Doping Control; or
- (c) the Player falls into the category of Players allowed to apply for a retroactive TUE under paragraph 1.5; or
- (d) it is agreed by WADA and the body with jurisdiction to grant the TUE to the Player that fairness requires the grant of a retroactive TUE.

1B3 An application for a TUE covering emergency treatment or treatment of an acute medical condition should be made within five working days of the commencement of Use of the Prohibited Substance or Prohibited Method in question. The NADO may extend this deadline if the Player provides compelling reasons why it should do so.

1B4 If a Player is tested who falls into the category of Players allowed to apply for a retroactive TUE under paragraph 1.5, the Player must submit an application for a retroactive TUE in accordance with Section 1A of this Guide so that it is received by the NADO no later than five (5) working days after an Adverse Analytical Finding is reported in respect of the Sample collected from the Player. The NADO may extend this deadline if the Player provides compelling reasons why it should do so.

Effective dates for TUE grants

1B5 A Player may not assume that his/her application for a TUE (or for renewal of a TUE) will be granted. Any Use or Possession of a Prohibited Substance or Prohibited Method before an application has been granted shall be entirely at the Player's own risk.

1B6 A TUE granted by a UK TUE Committee may be cancelled if the Player does not promptly comply with any requirements or conditions imposed by the UK TUE Committee upon grant of the TUE.

1B7 On expiry of the term of a TUE granted by the UK TUE Committee, a Player who wishes to continue to use the Prohibited Substance or Prohibited Method in question must again apply for a TUE in accordance with Section 1A of this Guide.

1B8 There is a change to the dose, frequency, route or duration of the administration of the Prohibited Substance or Prohibited Method where a TUE has been granted, the TUE will no longer be valid and the Player must apply for a new TUE immediately.

Section 1C: Expiration or Cancellation of a TUE

1C1 A TUE granted pursuant to this Guide:

- (a) shall expire in accordance with paragraph 1A.10 at the end of any term for which the TUE was granted;
- (b) may be cancelled by the NADO if the Player does not promptly comply with any requirements or conditions imposed by the UK TUE Committee upon grant of the TUE; or

- (c) may be withdrawn by the UK TUE Committee (as applicable) if it is subsequently determined that the criteria for grant of a TUE are not in fact met.
- 1C2 Expiration of a TUE pursuant to paragraph 1C1(a) shall take effect automatically at the end of the term for which the TUE was granted without the need for any further notice or other formality.
- 1C3 Cancellation of a TUE pursuant to paragraph 1C1(b) or withdrawal of a TUE pursuant to paragraph 1C1(c) shall be notified by the NADO to the Player, with a copy to The FA and all other relevant Anti-Doping Organisations. Such notice shall take effect upon receipt. The FA may notify FIFA and/or UEFA.
- 1C4 In the event of an expiration, cancellation or withdrawal of the TUE pursuant to paragraph 1C1, the Player shall not be subject to any consequences based upon his/her Use or Possession of the Prohibited Substance or Prohibited Method in question in accordance with the TUE at any time prior to the effective date of expiry, cancellation or withdrawal of the TUE. If the analysis of the Player's "A" Sample indicates the presence of a Prohibited Substance or the Use of a Prohibited Method, The FA shall consider whether such finding is consistent with Use of the Prohibited Substance or Prohibited Method prior to that date, in which case there shall be no case to answer.

Section 1D: Process for Appealing a Denial or Conditional Grant of a Therapeutic Use Exemption

- 1D1 A Player who wishes to appeal a decision of the UK TUE Committee must lodge written notice of the appeal with the NADO within ten (10) working days of the date of receipt of the decision in question. The only available grounds of appeal shall be that the decision is not consistent with the requirements of the International Standard for TUEs.
- 1D2 The notice should be sent to the NADO at the following address, in an envelope marked "Private and confidential TUE Appeal":
- TUE
UK Anti-Doping
Third Floor, Fleetbank House,
2-6 Salisbury Square, London
EC4Y 8JX
or by confidential fax: 0800 298 3362
or by e-mail: tue@ukad.org.uk
- 1D3 The NADO will pass the notice of appeal, along with the complete file of the original TUE application, to the UK TUE Appeal Panel. The UK TUE Appeal Panel will be made up of three (3) members meeting the criteria set out at clause 1A7, but who were not involved in the decision being appealed.
- 1D4 The UK TUE Appeal Panel will review the application, including the medical information provided, and make a decision as soon as reasonably practicable, in accordance with the requirements set out in the International Standard for TUEs and without being bound in any way by the decision being appealed.
- 1D5 The UK TUE Appeal Panel must make its decisions unanimously for a TUE to be granted. Where it considers it appropriate to seek further medical or scientific opinion or information in relation to the appeal, whether from the Player or his physician or from a third party, the UK TUE Appeal Panel shall do so as quickly as is practicable, provided that the identity of the applicant shall not be disclosed to any third party. The UK TUE Appeal Panel shall make its decision as soon as reasonably practicable after receipt of the further information or opinion. The Chair of the UK TUE Appeal Panel will provide a copy of the written decision to the NADO as soon as practicable, the target being within two (2) working days of the decision being made.
- 1D6 If the UK TUE Appeal Panel grants the TUE, it shall detail in its decision (a) the duration of the exemption; and (b) any conditions or requirements that the Player must satisfy.

- 1D7 If the UK TUE Appeal Panel denies the TUE or imposes any conditions or requirements on its grant, it shall state its reasons for doing so in the decision itself.
- 1D8 The NADO will send copies of the UK TUE Appeal Panel's decision, on a confidential basis, to the Player and The FA as soon as possible. The FA will then notify FIFA and UEFA as soon as possible. The NADO will also send a copy on a confidential basis to WADA and other Anti-Doping Organisations, in accordance with paragraph 1.9(c), above.
- 1D9 The foregoing provisions of this Section 1D shall be without prejudice to:
- (a) the right of a Player to appeal to the UK TUE Appeal Panel against any decision of the UK TUE Committee denying a TUE, on the grounds that such decision did not comply with the International Standard for TUEs;
 - (b) the right of a Player to request that WADA exercise its discretion to intervene and overturn any decision of the UK TUE Appeal Panel, on the grounds that such decision did not comply with the International Standard for TUEs;
 - (c) the right of WADA, on its own initiative, to reverse a TUE decision if it determines that such decision did not comply with the International Standard for TUEs;
 - (d) the right of The FA or the NADO to appeal to CAS against any decision of the UK TUE Appeal Panel; and
 - (f) the right of the Player or the NADO (or FIFA or UEFA in accordance with their rules) to appeal to CAS against any decision made by WADA reversing a TUE decision made pursuant to this Guide.
- 1D10 Until such time as the grant of a TUE application made pursuant to this Guide has been reversed by WADA, or the denial of a TUE application made pursuant to this Guide has been reversed by WADA, or overturned on appeal, such grant or denial shall remain in full force and effect.
- 1D11 Where the NADO fails to take action on a properly submitted application for a TUE within a reasonable time, this failure to decide may be considered a denial of the application for the purpose of the appeal rights provided in this schedule.

EXEMPTION FORMS CAN BE DOWNLOADED FROM UK ANTI-DOPING'S WEBSITE.



THE FOOTBALL ASSOCIATION SOCIAL DRUGS POLICY REGULATIONS

Valid from 12 July 2015

Produced by The Football Association Football Regulation & Administration Division

THE FOOTBALL ASSOCIATION SOCIAL DRUGS POLICY REGULATIONS

1. Effective date
 - 1.1 These Social Drugs Policy Regulations are issued pursuant to FA Rule J1(c)(i). The amendments to the Social Drugs Policy Regulations shall come into full force and effect on 22 July 2016 (the “Effective Date”).
 - 1.2 The amendments to the Social Drugs Policy Regulations shall not apply to conduct occurring prior to the Effective Date. Instead, that conduct and its consequences shall be governed by the Social Drugs Policy Regulations and the Rules and regulations of The FA that were in force at the time the conduct occurred.
2. Definitions
 - 2.1 As of the Effective Date, the term “Social Drug” means any of the following: amphetamine, cannabinoids (for example, hashish and marijuana), cocaine, diamorphine (aka heroin), lysergic acid diethylamide (aka LSD), mephedrone, methadone, methylamphetamine, methylenedioxymethylamphetamine (aka MDMA or ecstasy) and methylenedioxyethylamphetamine (MDEA).
 - 2.2 The FA may at any time designate further substances as “Social Drugs” for the purposes of these Social Drugs Policy Regulations.
 - 2.2.1 Any changes to the list of Social Drugs after the Effective Date will be published on The FA’s website (located at TheFA.com) and will take effect from the date of such publication.
 - 2.2.2 The FA’s designation of a substance as a Social Drug is final and may not be challenged on any basis.
 - 2.3 Where used in these Social Drugs Policy Regulations:
 - 2.3.1 The term “Club” has the same meaning as it is given in FA Rule A2.
 - 2.3.2 The following terms have the same meaning as they are given in the FA Anti-Doping Regulations, reading in the alterations that are required to reflect the different context (e.g., references to Prohibited Substances and/or Prohibited Methods shall be read as references to Social Drugs; and references to anti-doping rule violations shall be read as references to breaches of these Social Drugs Policy Regulations): Administration; Adverse Analytical Finding; Attempt; In Competition; Marker; Metabolite; Minor; No Fault or Negligence; Out of Competition; Player; Player Support Personnel; Possession; Provisional Hearing; Provisional Suspension; Sample; Trafficking; and Use.
 - 2.3.3 Terms denoting the male gender shall be read to include as an alternative the female gender.
 - 2.3.4 Unless otherwise indicated, references to a “Regulation” are to particular provisions in these Social Drug Policy Regulations.
3. Purpose
 - 3.1 These Social Drugs Policy Regulations are not concerned with the presence, Use, etc. of Social Drugs during the In Competition period or with the illicit enhancement of sports performance. Such concerns are addressed solely and exclusively by The FA’s Anti-Doping Regulations. To that end, nothing in these Social Drugs Policy Regulations is intended or should be interpreted or applied in a manner that undermines the strict application and enforcement of The FA’s Anti-Doping Regulations in accordance with their terms. In particular, if any conduct that would constitute a breach of these Social Drugs Policy Regulations also constitutes a breach of the Anti-Doping Regulations, it shall be pursued as a breach of the Anti-Doping Regulations, and not as a breach of these Social Drugs Policy Regulations.

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- 3.2 Instead, these Social Drugs Policy Regulations have been adopted because experience shows that, due to their age, spare time, disposable income, etc., Players are at risk of being exposed to Social Drugs while Out of Competition, with the following potential consequences:
- 3.2.1 Damage to the physical and/or mental health and welfare of a Player using Social Drugs (and so to his career, as well as to his general well-being), both in the short-term and (because of the addictive qualities of Social Drugs) in the long-term.
 - 3.2.2 Players under the influence of Social Drugs injuring themselves or others during training, due to the negative effect that Social Drugs can have on both mental and physical functioning (such as motor functioning, reaction time, altered perception, concentration, judgment, and decision-making).
 - 3.2.3 Players testing positive immediately after a match for a Social Drug taken Out of Competition (because metabolites of the drug remain in the system for several days or even weeks), and consequently being banned from the sport for a lengthy period under the FA Anti-Doping Regulations.
 - 3.2.4 Harm to public health where Players' Use of Social Drugs is copied by young players and fans who see them as role models.
 - 3.2.5 Damage to the image and reputation of the sport, with parents potentially being deterred from permitting their children to pursue a career in the sport and/or commercial partners potentially being deterred from associating their brands with the sport.
- 3.3 The purpose of these Social Drugs Policy Regulations is to prevent these damaging consequences to the health and welfare of Players and/or of those who regard Players as role models, and also to protect the image and reputation of the sport, by providing for (i) courses of education, counselling and treatment, where appropriate, to rehabilitate Players who have become involved with Social Drugs while Out of Competition; and (ii) the imposition of proportionate sanctions when necessary to address such conduct and to deter similar conduct in the future.
- 3.4 These Social Drugs Policy Regulations are to be interpreted and applied (including where an issue arises that is not expressly provided for in these regulations) by reference to the foregoing objectives. This purposive interpretation and application will take precedence over any strict legal or technical interpretations that may otherwise be proposed.
- 4 Prohibited Conduct
- 4.1 Subject always to Regulation 4.3, each of the following shall constitute a breach of these Social Drugs Policy Regulations (whether or not it takes place in connection with a training session or other activity organised by a Club):
- 4.1.1 The presence of a Social Drug or its Metabolite(s) or Marker(s) in a Sample provided by a Player while he is Out of Competition.
 - 4.1.1.1 Such presence is a strict liability offence, i.e., to establish a breach of Regulation 4.1.1 no proof is required that the Player ingested the Social Drug intentionally, recklessly, negligently or even knowingly; and nor is proof of lack of such intent, recklessness, negligence or knowledge a defence to a charge for breach of Regulation 4.1.1.
 - 4.1.1.2 The following evidence shall be sufficient to establish the presence of a Social Drug or its Metabolite(s) or Marker(s) in a Sample collected from the Player while he was Out of Competition: an Adverse Analytical Finding for the Social Drug or its Metabolite(s) or Marker(s) in the A Sample, where either (a) the Player waives analysis of the B Sample or

- (b) analysis of the B Sample confirms the Adverse Analytical Finding made in respect of the A Sample.
- 4.1.2 The Use or Attempted Use of a Social Drug by a Player while he is Out of Competition.
- 4.1.2.1 Such Use is a strict liability offence, i.e., to establish the offence of Use of a Social Drug by a Player while he is Out of Competition, in breach of Regulation 4.1.2, no proof is required that the Player Used the Social Drug intentionally, recklessly, negligently or even knowingly; and nor is proof of lack of such intent, recklessness, negligence or knowledge a defence to a charge of Use in breach of Regulation 4.1.2.
- 4.1.2.2 In contrast, to establish the offence of Attempted Use of a Social Drug by a Player while Out of Competition, The FA must prove intent on the part of the Player.
- 4.1.3 Possession of a Social Drug by a Player while he is Out of Competition.
- 4.1.3.1 For purposes of Regulation 4.1.3, in addition to bearing the meaning given to it in the Anti-Doping Regulations, the term “Possession” shall also encompass circumstances where a Player Support Personnel or other third party is holding a Social Drug on behalf of the Player while he is Out of Competition, at the direction of the Player and/or with the Player’s knowledge and acquiescence.
- 4.1.3.2 For the avoidance of doubt, a Player Support Personnel who holds a Social Drug on behalf of a Player while the Player is Out of Competition may be charged with a breach of Regulation 4.1.4 (whether or not the Player is charged with a breach of Regulation 4.1.3).
- 4.1.4 Possession of a Social Drug by a Player Support Personnel on behalf of a Player while the Player is Out of Competition.
- 4.1.5 Administration or Attempted Administration of a Social Drug by a Player or Player Support Personnel to a(nother) Player (with or without his knowledge) while the (other) Player is Out of Competition.
- 4.1.6 Trafficking or Attempted Trafficking of one or more Social Drugs by a Player or Player Support Personnel.
- 4.1.7 Assisting, encouraging, aiding, abetting, conspiring to commit, covering up, or any other type of intentional complicity by a Player or Player Support Personnel in a breach by another Player or Player Support Personnel of these Social Drugs Policy Regulations.
- 4.2 All Players and Player Support Personnel are responsible for ensuring that they know what substances have been designated Social Drugs and what conduct is prohibited under these Social Drugs Policy Regulations. Professed ignorance of these Social Drug Regulations shall not be a defence to a charge of breach of these Social Drugs Policy Regulations. Nor shall it be a defence that the breach did not have any effect on any Player’s sports performance.
- 4.3 A Player with a documented medical condition may apply in advance in writing to The FA for permission to Use a Social Drug for a defined period to treat that condition. Such application must be accompanied by accurate and complete medical evidence justifying such Use. The FA may grant or deny such application, conditionally or otherwise, in its absolute discretion. Any permission granted must be in writing in order to be valid for these purposes. Any presence of a Social Drug in a sample, or any Use, Possession, Administration or supply of a Social Drug that is consistent with such permission shall not amount to a breach of these Social Drugs Policy Regulations.

- 5 Monitoring/Investigating Compliance
- 5.1 In accordance with its general power under Rule F to monitor compliance with its Rules and regulations, The FA may monitor compliance with these Social Drugs Policy Regulations as it sees fit, including (without limitation) by having Samples that are collected Out of Competition pursuant to the Anti-Doping Regulations analysed for the presence of Social Drugs.
- 5.1.1 Samples may be collected for this purpose at any time and place during Out of Competition periods, without any advance notice, including (without limitation) in reliance on whereabouts information provided pursuant to the Anti-Doping Regulations.
- 5.1.2 The procedures set out in the Anti-Doping Regulations for the collection and analysis of Samples, altered as necessary to reflect the different context, shall apply to Samples that are collected Out of Competition and analysed for the presence of Social Drugs in accordance with Regulation 5.1.
- 5.2 The FA may also exercise its powers of inquiry under Rule F to investigate possible instances of breach of these Social Drugs Policy Regulations.
- 5.3 The private testing/screening of Players for Social Drugs by any Participant is prohibited, and amounts to Misconduct contrary to Rule E. A Club may refer any good faith concerns that it has about a Player's or Player Support Personnel's compliance with these Social Drugs Policy Regulations to The FA, which shall address such concerns as it sees fit.
- 5.4 Where The FA has evidence that it considers may justify a charge of Misconduct based on a breach of these Social Drugs Policy Regulations, prior to issuing any charge The FA may inform the Player or Player Support Personnel in question of that evidence, and give him the opportunity to provide a written explanation within a designated time.
- 5.4.1 If the Player or Player Support Personnel is a Player, the letter may also be sent to a senior representative of his Club and (if the Player is a member of the PFA and consents to the letter being sent to a representative of the PFA) to a representative of the PFA.
- 5.4.2 Instead of or in addition to any written explanation, The FA may require the Player or Player Support Personnel to attend a personal interview. He may be accompanied at the interview by one representative of his Club, a legal adviser, and/or (where relevant) a representative of the PFA. Such interview may be recorded, and the recording may be used by The FA in any disciplinary proceedings brought against such Player or Player Support Personnel or others.
- 6 Rehabilitation of Players through Education, Counselling and/or Treatment
- 6.1 The FA will identify options for rehabilitation through education, counselling and/or treatment of Players who breach these Social Drugs Policy Regulations, for consideration by the Regulatory Commission in the exercise of its powers under Regulation 8.1.1(a) and Regulation 8.6.1 to refer the Player for education, counselling and/or treatment. Where the Player so consents, The FA will identify such options in close consultation with the PFA.
- 6.2 If The FA has evidence that it considers may justify a charge against a Player of Misconduct based on a breach of these Social Drug Policy Regulations, it may at any time require that Player to meet with a specialist in drug misuse and addiction for assessment and evaluation, the report shall be provided to The FA.
- 6.3 The Regulatory Commission may at any time order a Player charged with breach of the Social Drugs Policy Regulations to meet with a specialist in drug misuse and addiction for assessment and evaluation, in order to assist the Regulatory Commission in deciding whether to exercise its powers under Regulation 8.1.1(a) or Regulation 8.6.1.

7 Disciplinary Proceedings

- 7.1 A breach of these Social Drugs Policy Regulations shall constitute Misconduct contrary to Rule E. Accordingly, The FA may bring disciplinary proceedings for Misconduct pursuant to Rule E1(b) against the Player or Player Support Personnel involved in the breach. The Regulations for Football Association Disciplinary Action shall apply to such proceedings, as amended/supplemented below.
- 7.2 The FA may provisionally suspend a Player or Player Support Personnel on or at any point after the date that it notifies him of an Adverse Analytical Finding or charges him with a breach of these Social Drugs Policy Regulations. No appeal shall lie against the imposition of a Provisional Suspension, but the Player or Player Support Personnel who is the subject of the Provisional Suspension shall be entitled to an expedited hearing and determination of the charge against him.
- 7.3 Where an Adverse Analytical Finding is reported for the presence of a Social Drug in a Player's A Sample collected Out of Competition, The FA shall afford the Player involved the same rights in respect of confirmatory analysis of the B Sample as he would have if the Adverse Analytical Finding had been issued under the Anti-Doping Regulations. The Player may exercise or waive those rights as he sees fit. If analysis of the B Sample does not confirm the presence of a Social Drug or its Metabolite(s) or Marker(s) in the B Sample, then the entire test shall be considered negative, any charge based on the Adverse Analytical Finding shall be withdrawn, and any Provisional Suspension that has been imposed based on the Adverse Analytical Finding shall be lifted.
- 7.4 The FA must prove an alleged breach of these Social Drugs Policy Regulations on the balance of probabilities. It may prove facts establishing that breach by any reliable means. Where it relies on an Adverse Analytical Finding and/or other analytical evidence from the testing of Samples collected under the Anti-Doping Regulations, Regulations 24-28 of the Anti-Doping Regulations shall apply, reading in the alterations that are required to reflect the different context.

8 Sanctions

8.1 Subject to the provisions of Regulation 8.4 (where applicable):

8.1.1 For a breach of Regulation 4.1.1 (presence in a Sample), Regulation 4.1.2 (Use or Attempted Use), or Regulation 4.1.3 (Possession), the following sanction shall be imposed:

- (a) if it is the Player's first breach of these Social Drugs Policy Regulations, then the Regulatory Commission shall issue a warning and/or require the Player to undergo a course of assessment/evaluation, education, counselling and/or treatment. The Regulatory Commission may also impose a period of suspension on the Player within the range 0 to 3 months. The Regulatory Commission shall consider the following factors when determining whether or not to impose a suspension:
- (i) The credibility of a Player's account of the events leading to the finding;
 - (ii) Any assessment report produced by a specialist in drug misuse and addiction;
 - (iii) Any factors which indicate the Player may be a risk to other Participants and/or himself should he train and/or compete;
 - (iv) Any aggravating factors;
 - (v) Any mitigating factors.

However, if the Player refuses or fails to complete the course of assessment/evaluation, education, counselling and/or treatment to

the satisfaction of The FA, then (i) any suspended period of suspension imposed by the Regulatory Commission shall be enforced with immediate effect; or (ii) where no suspended period of suspension was previously imposed by the Regulatory Commission, The FA may refer the matter back to the Regulatory Commission to determine what (if any) further consequences should apply;

- (b) if it is the Player's second breach of these Social Drugs Policy Regulations – a suspension in the range of 6 to 12 months;
- (c) if it is the Player's third breach of these Social Drugs Policy Regulations – a suspension in the range of 18 to 24 months; and
- (d) if it is the Player's fourth breach of these Social Drugs Policy Regulations – 24 months to a lifetime suspension.

A Regulatory Commission may choose to suspend any suspension it has imposed in accordance with Regulation 8.1.1, or any part thereof. Any sanction imposed shall be in addition to any provisional suspension the Player is, or has been subject to in accordance with Regulation 7.2.

8.1.2 For a breach of Regulation 4.1.3.1 (Possession by a Player Support Personnel), a sanction within the following range shall be imposed:

- (a) if it is the Player Support Personnel's first breach of these Social Drugs Policy Regulations – a warning and/or suspension in the range of 0 to 3 months;
- (b) if it is the Player Support Personnel's second breach of these Social Drugs Policy Regulations – a suspension in the range of 6 to 12 months;
- (c) if it is the Player Support Personnel's third breach of these Social Drugs Policy Regulations – a suspension in the range of 18 to 24 months; and
- (d) if it is the Player Support Personnel's fourth breach of these Social Drugs Policy Regulations – 24 months to a lifetime suspension.

8.1.3 For a breach of Regulation 4.1.5 (Administration or Attempted Administration) or Regulation 4.1.6 (Trafficking or Attempted Trafficking), a sanction within the following range shall be imposed:

- (a) if it is the Player's or Player Support Personnel's first breach of these Social Drugs Policy Regulations – a suspension in the range of 6 to 12 months;
- (b) if it is the Player's or Player Support Personnel's second breach of these Social Drugs Policy Regulations – a suspension in the range of 12 to 48 months;
- (c) if it is the Player's or Player Support Personnel's third breach of these Social Drugs Policy Regulations – a suspension in the range of 48 months to a lifetime; and
- (d) if it is the Player's or Player Support Personnel's fourth breach of these Social Drugs Policy Regulations – a lifetime suspension.

8.1.4 For a breach of Regulation 4.1.7 (complicity), the mandatory sanction shall be the same as if the Player or Player Support Personnel had personally committed the breach in which he was complicit.

8.1.5 For a breach of Regulation 5.3 (private testing for Social Drugs), the general powers for sanctioning Misconduct set out at Regulation 8.1 of the Regulations for Football Association Disciplinary Action shall apply.

- 8.2 For purposes of Regulation 8.1, a breach of the predecessor Rules and/or regulations to these Social Drugs Policy Regulations shall be treated as a prior breach of these Social Drugs Policy Regulations even though it took place prior to the Effective Date, provided that it took place within ten years of the breach of the Social Drugs Policy Regulations for which a sanction is now being determined.
- 8.3 Where Regulation 8.1 provides for imposition of a suspension within a specified range, the Regulatory Commission shall fix a period of suspension within that range by reference to the degree of fault of the Player or Player Support Personnel, and by reference to what is required to achieve the purposes of these Social Drugs Policy Regulations. Any Administration or Attempted Administration or Trafficking or Attempted Trafficking to a Minor shall be treated as a serious aggravating factor.
- 8.4 Notwithstanding any other provision in these Social Drugs Policy Regulations:
- 8.4.1 If a Player or Player Support Personnel establishes in any case that he bears No Fault or Negligence for the breach in question, any otherwise applicable period of suspension will be eliminated. No Fault or Negligence will only be found in exceptional circumstances.
- 8.4.2 Where a Player or Player Support Personnel voluntarily admits to having committed a breach of these Social Drugs Policy Regulations before receiving notice that The FA is investigating such breach or notice of a Sample collection that could establish such breach, and that admission is the only reliable evidence of the breach at the time of admission, then the otherwise applicable period of suspension may be reduced by up to one half, even if that takes it below the minimum period specified in Regulation 8.1.
- 8.5 Generally, a period of suspension shall start running from the date that such suspension is imposed. However:
- 8.5.1 The Player or Player Support Personnel will be given credit for any period of Provisional Suspension that he has served.
- 8.5.2 Where the Player or Player Support Personnel admits the breach promptly after being notified of it by The FA, the Regulatory Commission may deem the period of suspension to have started on or at any time after the date that the breach occurred. This discretion may not be exercised, however, where the period of suspension has been reduced under Regulation 8.4.2.
- 8.6 In any case that is brought before a Regulatory Commission for breach by a Player of these Social Drugs Policy Regulations, in addition to applying the foregoing provisions of this Part 8:
- 8.6.1 The Regulatory Commission may refer the Player for evaluation and assessment by one or more specialists in drug misuse and addiction, in order to determine whether it is appropriate to require the Player to attend a course of education, counselling and/or treatment designed to assist in his rehabilitation.
- 8.6.2 The Regulatory Commission may order that the Player be tested with or without prior notice, including during any period of suspension and/or any course of education, counselling and/or treatment, in order to monitor his ongoing compliance with these Social Drugs Policy Regulations.
- 9 Disciplinary Decisions
- 9.1 Any decision by a Regulatory Commission to uphold or not to uphold a charge for breach of these Social Drugs Policy Regulations, and/or imposing consequences or failing to impose consequences for such a breach, may be appealed by the Player or Player Support Personnel in question and/or The FA to an Appeal Board, in accordance with Rule H and the Regulations for Football Association Appeals.

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- 9.2 In addition to its powers of publication pursuant to Regulation 4 of the “General Provisions relating to Inquiries, Commissions of Inquiry, Regulatory Commissions of The Association, other Disciplinary Commissions, Appeal Boards and Safeguarding Review Panel Hearings”, The FA shall decide in its absolute discretion whether or not to publish any detail or information relating to a charge brought for breach of these Social Drugs Policy Regulations and/or all or part of any decision issued by a Regulatory Commission and/or Appeal Board under these Social Drugs Policy Regulations. In addition, The FA may respond to public comments on the matter attributed to the Player or Player Support Personnel or his representatives. Subject thereto and to Regulation 10.1, cases arising under these Social Drugs Policy Regulations shall be kept confidential by all involved.
- 10 Miscellaneous
- 10.1 Each Player and Player Support Personnel is deemed to have agreed, both pursuant to the Data Protection Act 1998 and otherwise, that any of his personal information that is provided to The FA by him or on his behalf pursuant to these Social Drugs Policy Regulations shall be collected, stored, processed and/or disclosed in accordance with these Social Drugs Policy Regulations and in compliance with applicable law.
- 10.2 The FA may report any breach of these Social Drugs Policy Regulations that may also constitute a breach of non-sporting laws and/or regulations to the competent authority. If that authority decides to investigate and/or bring charges against a Player or Player Support Personnel in relation to the matter so reported, The FA may stay any related investigation and/or proceedings that it has previously commenced for breach of these Social Drugs Policy Regulations.

FA REGULATIONS ON WORKING WITH INTERMEDIARIES

INTRODUCTION AND INTERPRETATION

These Regulations are made in accordance with the FIFA requirement that National Associations have regulations governing the engagement of services provided by Intermediaries and must be read in conjunction with the FIFA Regulations on Working with Intermediaries which come into force on 1 April 2015. In the event of a conflict between these Regulations and the FIFA Regulations on Working with Intermediaries, these Regulations shall apply.

These Regulations are made in accordance with Rule J and are binding on all Participants.

Any decision by The Association pursuant to these Regulations shall be made by or under the authority of the Council of The Association, the Football Regulatory Authority or a Regulatory Commission as appropriate and shall be made at their absolute discretion.

Unless otherwise stated, definitions are as set out in Rule A of The Association and Appendix I of these Regulations. Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.

These Regulations come into effect on 1 April 2015 and supersede The FA Football Agents Regulations.

A GENERAL PRINCIPLES

- 1 Only an Intermediary may be used and paid by a Player or Club in relation to any Intermediary Activity. Alternatively, a Player or Club may represent themselves in any matter relating to a Transaction.
- 2 A Player or Club must not use or pay any person for Intermediary Activity unless that person is registered as an Intermediary and is entitled to act under a valid Representation Contract. An Intermediary must not carry out any Intermediary Activity in the place of, or on behalf of, or as agent or representative of, any person other than the Player and/or the Club he is engaged to act for (unless in accordance with Regulation B6).
- 3 A Club, Player, Intermediary or other Participant must not so arrange matters as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction.
- 4 Any party to a Transaction is prohibited from:
 - (a) proposing in any way, either directly or indirectly, to any other party to the Transaction that the Transaction is dependent upon a Player's agreement to contract with a specific Intermediary; or
 - (b) making the Transaction conditional on a Player's agreement to contract with a specific Intermediary.
- 5 A Club shall use reasonable endeavours to ensure that its Club Officials and Manager comply with the requirements of these Regulations.
- 6 An Intermediary, Club and Player must ensure that all relevant contracts and documents contain the name, signature and registration number of each and every Intermediary carrying out any Intermediary Activity in relation to a Transaction (whether directly or indirectly), as well as any other information as may be required by The Association from time to time. If a Player or Club has not used the services of an Intermediary at any time in a Transaction, this fact must be stated in all relevant documents in respect of such Transaction.

B. REPRESENTATION CONTRACT

- 1 An Intermediary and a Player or a Club (as applicable) must have entered into a validly executed written Representation Contract prior to that Intermediary carrying out any Intermediary Activity on his or its behalf.
- 2 The Representation Contract must contain the entire agreement between the parties in relation to the Intermediary Activity, and shall, at a minimum, contain all Obligatory Terms of the relevant Standard Representation Contract. The parties may add other terms so long as they are consistent with the Obligatory Terms of the Standard Representation Contract and the requirements of these Regulations and the FIFA Regulations on Working with Intermediaries.
- 3 All parties to a Representation Contract must ensure that copies of any and all Representation Contracts to which they are a party are lodged with The Association in any manner as may be prescribed from time to time. Representation Contracts must be lodged within 10 days of being executed and in any event no later than at the time of the registration of a Transaction by The Association.
- 4 Any term of a Representation Contract that breaches the requirements of these Regulations or the FIFA Regulations on Working with Intermediaries is not permitted. In such cases, The Association shall have the power to notify the parties of any such breach whereupon the parties shall remedy the breach by making the necessary amendments as notified. Failure to remedy any breach shall constitute a breach of these Regulations, separate from and in addition to the initial breach.
- 5 All parties to a Representation Contract must inform The Association in writing of any early termination, novation, variation or other event that affects the validity or status of a Representation Contract (save for the natural expiry of the contract), within 10 days of such event.
- 6 Where an Intermediary assigns or subcontracts any Intermediary Activity duties or services or responsibilities in relation to a Player and/or a Club to another Intermediary, the Intermediary must:
 - (a) lodge a copy of the Representation Contract between the assigning or subcontracting Intermediary and the Player and/or Club in accordance with Regulation B3;
 - (b) record the terms upon which those obligations are assigned or subcontracted and incorporate the written consent of the Player and/or Club in a single document; and
 - (c) complete and lodge such document in the same way as for a Representation Contract under Regulation B3.
- 7 Where a Player has a Representation Contract with an Intermediary, a Club must deal with that Intermediary in relation to any Transaction concerning the Player unless the Player provides a prior written request to the Club requesting it not to do so, such written request also to be provided by the Player to the Intermediary as soon as reasonably practicable and in any event prior to the Transaction taking place.
- 8 An Intermediary must not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player in relation to any Intermediary Activity before the 1st day in January of the year of the Player's sixteenth birthday.
- 9 An Intermediary cannot enter into a Representation Contract with a Minor unless it is countersigned by the Minor's parent or legal guardian with parental responsibility.
- 10 An Intermediary can only enter into a Representation Contract with a Player for a maximum duration of two years.

C. REMUNERATION

- 1 An Intermediary may be remunerated by the Club or the Player for whom he acts. Payment must be made in accordance with the terms of either the Representation Contract between the parties or the relevant paperwork submitted to The Association to register the Transaction.
- 2 Where an Intermediary undertakes Intermediary Activity for a Player, the Player may discharge his obligations to pay the Intermediary as specified in either the Representation Contract between the parties or the relevant paperwork submitted to The Association to register the Transaction in one, or more, of the following ways only:
 - (a) the Player may pay the Intermediary directly; and/or
 - (b) only where the Player makes a request in writing to the Club, the Club may:
 - (i) make an actual deduction in periodic instalment(s) from a Player's net salary in favour of the Intermediary, so that the sums are deducted and paid in discharge of the Player's obligation to the Intermediary contained in the relevant Representation Contract or the relevant paperwork submitted to The Association; and/or
 - (ii) discharge the Player's liability towards his Intermediary, as contained in the relevant Representation Contract or the relevant paperwork submitted to The Association, on the Player's behalf as a taxable benefit.
- 3 Where the Intermediary and the Player agree in the Representation Contract that a commission (either by way of lump sum or by instalments) is to be paid in respect of a Transaction, it shall be calculated on the basis of the Player's Basic Gross Income as set out in the employment contract concluded by the Player in respect of which he was represented by the Intermediary.
- 4 Where the Intermediary and the Player agree periodic instalments and the Player's employment contract in respect of which he was represented by the Intermediary lasts longer than the Representation Contract, the Intermediary is entitled to the agreed instalments after expiry of the Representation Contract, until the Player's employment contract expires or, if earlier, until the Player signs a new employment contract without the involvement of that Intermediary.
- 5 Any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, made to any person in relation to any Intermediary Activity for or on behalf of a Club, must be made by the Club only, and must be fully recorded in the accounting records of the Club. This does not prevent an Intermediary acting for a Club from paying another Intermediary with whom he has assigned or sub-contracted any Intermediary Activity duties or services or responsibilities in accordance with Regulation B6.
- 6 Any payment by a Club to an Intermediary in relation to any Intermediary Activity, whether direct or indirect, other than a payment made by a Club under Regulation C2.(b)(i), must be made through The Association, using the relevant designated account and in accordance with The Association's clearing house protocol as may be prescribed by The Association from time to time.
- 7 Where the Intermediary and the Club agree that such a commission is to be paid, they shall also agree in the Representation Contract what the commission shall be and whether the Club shall remunerate the Intermediary with a lump sum payment at the start of the employment contract of the Player who was the subject of the Transaction or whether the Club will pay by periodic instalments and/or whether such commission (or any instalment or part thereof) shall be conditional in any way.

- 8 Save when acting further to Regulation B6, an Intermediary, or an Intermediary's Organisation, must not pass any remuneration directly relating to Intermediary Activity to any other person. This does not affect the ability of an Organisation to pay its employees or contractors pursuant to their employment or other contracts or any other parties for purposes unrelated to any Intermediary Activity.
- 9 A Club which pays to a club a compensation payment and/or any Solidarity Payment and/or Training Compensation Payment, or other sum properly payable as consideration for, or in connection with, a Transaction must ensure that it pays any such amount(s) only to the club and/or any other clubs and/or persons to whom the same is payable in accordance with any applicable competition rules and/or the Rules and/or Regulations of The Association. A Club must not pay any amount to any other third party (including but not limited to any Intermediary involved in the Transaction) save with the express consent of the appropriate governing body in respect of the Transaction in question.
- 10 Players and/or Clubs that engage the services of an Intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such Intermediary if the Player concerned is a Minor.
- 11 As a recommendation, Players, Clubs and Intermediaries may adopt the following benchmarks:
- (a) The total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Player's behalf should not exceed three per cent (3%) of the Player's Basic Gross Income for the entire duration of the relevant employment contract.
 - (b) The total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Club's behalf in order to conclude an employment contract with a Player should not exceed three per cent (3%) of the Player's eventual Basic Gross Income for the entire duration of the relevant employment contract.
 - (c) Subject to Regulation E5, the total amount of remuneration per Transaction due to Intermediaries who have been engaged to act on a Club's behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer compensation paid in connection with the relevant transfer of the Player.

D. DISCLOSURE AND PUBLICATION

- 1 The Association shall be entitled to publish the name and registration number of every Intermediary, as well as, where applicable, the name of the Organisation (or legal person registered as an Intermediary) he is connected with.
- 2 The Association shall be entitled to publish, in any manner and at any time it considers appropriate, a list of every Transaction in which any Intermediary has been involved.
- 3 The Association shall be entitled to publish, in any manner and at any time it considers appropriate, the total consolidated amount of all payments made by all Players to Intermediaries and the total consolidated amount of all payments made by each Club to Intermediaries.
- 4 The Association shall be entitled to publish any decision made pursuant to these Regulations, in any manner and at any time it considers appropriate, including the name and any other relevant information relating to an Intermediary in respect of whom a disciplinary decision has been made, including where a Registration is suspended or withdrawn. This is in addition to The Association's powers to publish contained in the General Provisions Relating to Inquiries, Commissions of Inquiry, Regulatory Commissions of The Association, Other Disciplinary Commissions, Appeal Boards and Safeguarding Review Panel Hearings, or elsewhere in its Rules and regulations.

E. CONFLICTS OF INTEREST**Consent to Dual/Multiple Representation**

- 1 An Intermediary may only act for one party to a Transaction save where the Intermediary and other relevant parties comply in full with the requirements regarding consent for dual/multiple representation set out at Regulations E2 and E3. The content of Regulations E2 and E3 must also be complied with prior to any situation where two or more Connected Intermediaries are proposing to act for more than one party to a Transaction. In that case, the Connected Intermediaries will collectively be required to comply with the requirements of Regulations E2 and E3.
- 2 An Intermediary may undertake Intermediary Activity for more than one party in relation to a Transaction, only where the following requirements are met in full:
 - (a) The Intermediary has a pre-existing Representation Contract with one party to the Transaction (“the first party”) and the Representation Contract has been lodged with The Association in accordance with the requirements of Regulation B; alternatively the Intermediary has entered into a sub-contract agreement in relation to the first party in accordance with the requirements of Regulation B6; and
 - (b) The Intermediary obtains all parties’ prior written consent to him providing services to any other party to the Transaction (“the other party(ies)”) in the form prescribed by The Association from time to time; and
 - (c) Once the Intermediary and the other party(ies) have agreed terms, (but prior to them entering into a Representation Contract), the Intermediary must inform all parties in the form prescribed by The Association from time to time of the full particulars of the proposed arrangements including, without limitation, the proposed fee (if any) to be paid by all parties to the Intermediary; and
 - (d) All parties are given the reasonable opportunity to take independent legal advice and/or, in the case of a Player, to take advice from the Professional Footballers’ Association prior to providing written consent in the form prescribed by The Association from time to time; and
 - (e) Having been given such opportunity, all parties provide their express written consent for the Intermediary to enter into a Representation Contract with the other party(ies) on the proposed terms in the form prescribed by The Association from time to time.
- 3 Where any party does not provide its express consent in accordance with the above requirements, the Intermediary is not permitted to proceed with the provision of services to the other party(ies), or to receive any remuneration from the other party(ies) in respect of the relevant Transaction, and the other party(ies) are not permitted to receive any services from the Intermediary or make any payment to the Intermediary in respect of the relevant Transaction. The Intermediary may continue to represent the first party (only) in respect of the relevant Transaction and be paid for such services in accordance with Regulation C and the terms of the relevant Representation Contract.

Restriction on Conflict of Interest

- 4 An Intermediary or an Intermediary’s Organisation shall not have an interest in a Club. Similarly, a Player, Club, Club Official or Manager shall not have any interest in the business or affairs of an Intermediary or an Intermediary’s Organisation.

Such interest shall be defined as:

- (a) beneficial ownership of more than 5% of any entity, firm or company through which the activities of the Club or Intermediary (as applicable) are conducted and/or

- (b) being in a position or having any association that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of the Club or Intermediary (as applicable) whether directly or indirectly and whether formally or informally.

An interest for the purposes of clauses (a) and (b) above includes an interest of:

- (i) a spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable); and/or
 - (ii) a company in which any legal or beneficial interest or any proportion or share is held by the Intermediary, Player, Club Official or Manager or any spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable) (save for a holding of less than 5%); and/or
 - (iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the individual or any spouse, child, stepchild, parent or sibling of the Intermediary, Player, Club Official or Manager (as applicable).
- 5 An Intermediary must not have, either directly or indirectly, any interest of any nature whatsoever in relation to a registration right or an economic right. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a Player. This does not prevent an Intermediary acting solely for a Club in a Transaction being remunerated by reference to the total amount of transfer compensation generated by this Transaction.
- 6 An Intermediary must not give, offer or seek to offer, any consideration of any kind, either directly or indirectly, to any Club, Club Official, Manager or Player as a result of, or in connection with, a Transaction or in return for any benefit, service, favour or any kind of preferential treatment in respect of the Club's Players, access to those Players or the promotion of the Intermediary's services with those Players. Clubs, Club Officials, Managers and Players are prohibited from accepting such offers or receiving such consideration.
- 7 An Intermediary must not give, offer or seek to offer, any consideration of any kind, either directly or indirectly, to a Player (or any family member of that Player) in relation to entering into a Representation Contract with that Intermediary. Players are prohibited from accepting such offers or receiving such consideration.

Duty to Disclose

- 8 A Player, Club, Club Official or Manager must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between any Player, Club, Club Official or Manager and any Intermediary (or an Intermediary's Organisation) whereby any money is paid by or on behalf of such Intermediary (or such Intermediary's Organisation) to such Player, Club, Club Official or Manager. Such disclosure must be made within ten days of the Intermediary entering into such a contractual or customary arrangement with the Player, Club, Club Official or Manager.
- 9 An Intermediary must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between that Intermediary and any Club Official, Manager or Club in respect of a Club Official or Manager whereby such Intermediary represents the interests of any such Club Official, Manager or Club in respect of a Club Official or Manager. Such disclosure must be made within 10 days of:
- (a) the Intermediary entering into such an agreement or contractual or other arrangement with a Club Official, Manager or Club in respect of a Club Official or Manager; or
 - (b) an individual becoming a Club Official or Manager and having a pre-existing agreement or contractual or other arrangement with an Intermediary; or

- (c) a person registering as an Intermediary and having a pre-existing agreement or contractual or other arrangement with a Club Official, Manager or Club in respect of a Club Official or Manager.
- 10 Intermediaries, Players, Clubs, Club Officials and Managers shall disclose in writing any actual or potential conflict of interest they might have in relation to a Transaction and shall obtain the express written consent of the other parties involved in the matter (in the form prescribed by The Association from time to time) in order for their activity in the Transaction to continue. A copy of this form shall be disclosed to The Association within 10 days of being completed and in any event no later than at the time of the registration of a Transaction by The Association.

F. BREACHES OF THE REGULATIONS

1. Any breach of these Regulations shall be Misconduct in accordance with Rule E1(b). Any charge for Misconduct shall be dealt with in accordance with the Rules of The Association and shall be determined by a Regulatory Commission of The Association.

G. MISCELLANEOUS

- 1 To the extent that any provision of these Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void: provided, however, that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which shall remain in full force and effect.

- 2 An Intermediary who operates through an Organisation is responsible for ensuring that any employees of the Organisation who are not FA Registered Intermediaries are prohibited from carrying out any Intermediary Activity. The Intermediary should also use reasonable endeavours to ensure that the Organisation through which he operates shall comply fully with the requirements of the Rules of The Association and these Regulations in relation to any Intermediary Activity carried out by that Intermediary.

Transitional Provisions

- 3 An Intermediary can conduct Intermediary Activity pursuant to a Representation Contract lodged with The Association before 1st April 2015 if this Representation Contract is resubmitted to The Association within 10 days of the Intermediary registering with The Association in accordance with Appendix II.
- 4 A Representation Contract between an Intermediary and a Minor lodged with The Association before 1st April 2015 will only be enforceable if the Intermediary is authorised to deal with Minors.

APPENDIX I – DEFINITIONS

The following terms shall have the following meanings:

“Basic Gross Income” means a Player’s basic gross salary or wage, excluding any bonus that is conditional upon the Player and/or his Club’s performance. For the avoidance of doubt, benefits and privileges are also excluded from the Basic Gross Income;

“club” means any football club that plays the game of football in any country in a competition sanctioned and recognised by the relevant National Association.

For the avoidance of doubt, a Club (as defined within the Rules of The Association) is deemed to be a club for the purposes of these Regulations;

“Connected Intermediary” means an Intermediary who is connected to another Intermediary as a result of:

- (i) them being employed or retained by, shareholder in or director or co-owner of the same Organisation or legal person registered as an Intermediary; or
- (ii) being a representative of a legal person registered as an Intermediary pursuant to Appendix III; or
- (iii) them being married to, sibling of, or parent, child or stepchild of the other Intermediary; or
- (iv) them having made any contractual or other arrangement whether formal or informal to co-operate in the provision of any Intermediary Activity or to share the revenue or profits of any part of their Intermediary Activity.

“Intermediary” means any natural or legal person who carries out or seeks to carry out Intermediary Activity and has registered with The Association in accordance with Appendix II and/or III;

“Intermediary Activity” means acting in any way and at any time, either directly or indirectly, for or on behalf of a Player or a Club in relation to any matter relating to a Transaction. This includes, but is not limited to, entering into a Representation Contract with a Player or a Club;

For the avoidance of doubt, a Club Official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a Lawyer is not acting as an Intermediary when he solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction;

“Lawyer” means an individual who is duly authorised by the appropriate professional or regulatory body to act in the capacity of solicitor or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside the United Kingdom;

“Minor” means a Player who has not yet reached the age of 18;

“Obligatory Terms” means the clauses set out in a Standard Representation Contract, and marked bold (or bold and italics) therein, that parties are required under Regulation B2 to include unaltered in Representation Contracts;

“Organisation” means an agency, person, firm or company retaining, comprising, employing, or otherwise acting as a vehicle for one or more Intermediaries and not registered as an Intermediary itself pursuant to Appendices II and III;

“Permitted Legal Advice” means advice or assistance provided by a Lawyer to a Club or Player, either directly or indirectly, in relation to any Transaction where:

- (i) the Lawyer has entered into terms of engagement with the Player or Club in the form required by the Lawyer’s professional regulator and solely operates under those terms; and
- (ii) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer’s professional regulator; and
- (iii) the advice or assistance either relates to:

- (i) the legal form of the documents that arise out of the Transaction, or the legal implications of that Transaction, as opposed to the negotiation of the substantive terms of the Transaction and, in particular, the remuneration terms of the Transaction; or
- (ii) a dispute arising out of a Transaction; and
- (iv) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice or assistance;

“player” means any football player who plays the game of football in any country and is recognised as such by their National Association;

For the avoidance of doubt, a Player (as defined within the Rules of The Association) is deemed to be a player for the purposes of these Regulations;

“Registration” means completion of the process defined from time to time by The Association whereby a natural or legal person registers with The Association as an Intermediary;

“Representation Contract” means any agreement between an Intermediary (on the one hand), and a Player and/or Club (on the other), the purpose or effect of which is to cover the provision of Intermediary Activity. A Representation Contract must comply with the Obligatory Terms of the Standard Representation Contract;

“Solidarity Payment” means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations or any successor or replacement thereof;

“Standard Representation Contract” is a Representation Contract in the form prescribed by The Association from time to time;

“Test of Good Character and Reputation for Intermediaries” means such document as The Association will publish from time to time and setting out the requirements an individual applying to be registered as an Intermediary or an existing Intermediary must meet in order to be deemed to have an impeccable reputation as required by paragraph 4.1 of the FIFA Regulations on Working with Intermediaries;

“Training Compensation Payment” means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to Training Compensation as defined within those regulations or any successor or replacement thereof;

“Transaction” means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to create, terminate or vary the terms of a player’s contract of employment with a Club, to facilitate or effect the registration of a player with a Club, or the transfer of the registration of a player from a club to a Club (whether on a temporary or permanent basis). A completed Transaction is one that has so achieved the creation, termination or variation of the terms of the player’s contract of employment with a Club, the registration of the player with a Club or the transfer of the registration from a club to a Club.

APPENDIX II – REGISTRATION OF INTERMEDIARIES**1. Eligibility**

- 1.1. Any natural or legal person who wishes to act as an Intermediary shall register with The Association in the form as may be prescribed from time to time. The Registration shall be valid for 1 year.
- 1.2. An Official (as defined by the FIFA Statutes or any successor hereto) or a Player cannot be an Intermediary. An Intermediary becoming an Official or a Player shall have his Registration suspended for as long as he remains an Official or a Player.
- 1.3. A natural person seeking to register as an Intermediary will be required to satisfy The Association of his impeccable reputation before such Registration will be accepted, on terms that shall be stipulated by The Association in its Test of Good Character and Reputation for Intermediaries. The requirements of this test are ongoing and will continue to apply to all Intermediaries throughout any period of Registration. As such, Intermediaries are obliged to notify The Association within 10 working days of any change in circumstances relating to the requirements of the Test of Good Character and Reputation for Intermediaries.
- 1.4. A natural person whose Registration is rejected at this stage or an Intermediary whose Registration is suspended due to a change in his circumstances may appeal to an Appeal Board of The Football Association in accordance with the Regulations for Football Association Appeals. For the avoidance of doubt, Regulation 1.6(1) of the Regulations for Football Association Appeals will not be applicable to an appeal made pursuant to this paragraph.
- 1.5. If the Appeal is upheld The Association will approve the natural person's Registration or revoke the suspension of the Registration (as applicable) but shall not have any liability of any nature to this natural person arising out of, or in connection with, any decision or action taken or omitted by The Association in relation to the natural person's Registration or the determination of the same.

2. Registration Conditions

- 2.1. As soon as the Intermediary has completed his Registration with The Association, he will be entitled to use the following designation, and no variation thereof, after his name in business relations: "FA Registered Intermediary". An Intermediary shall not be entitled to hold himself out as having any connection with The Association other than this designation (for the avoidance of doubt, the usage of The Association's crest by the Intermediary is prohibited).
- 2.2. An Intermediary must procure that the Organisation with which he is associated complies with any requirement of The Association pursuant to its Rules and regulations.

3. Requirements relating to Minors

- 3.1. Prior to entering into a Representation Contract with a Minor or with a Club in respect of a Minor, an Intermediary must obtain from The Association additional authorisation to deal with Minors. This authorisation can be applied for by an Intermediary when registering with The Association in accordance with Appendix II or at any point after his Registration. This authorisation shall be valid for 3 years, subject to the Intermediary remaining registered in accordance with paragraph 1.1.
- 3.2. A legal person registering as an Intermediary cannot apply to deal with Minors.
- 3.3. An Intermediary applying to deal with Minors shall be required to satisfy The Association of his suitability, on terms that shall be stipulated by The Association from time to time.
- 3.4. Any element disclosed to The Association pursuant to paragraph 3.3. shall also be considered in relation to the requirements of paragraph 1.3.

APPENDIX III – REGULATIONS APPLICABLE TO LEGAL PERSONS REGISTERED AS INTERMEDIARIES

- 1.1. A legal person can only be registered as an Intermediary by a natural person already registered as an Intermediary.
- 1.2. A legal person registered as an Intermediary shall be responsible for declaring (within the form prescribed by The Association from time to time) those natural persons registered as Intermediaries who are authorised to conduct Intermediary Activity on behalf of the legal person.
- 1.3. Any Intermediary Activity carried out on behalf of a legal person registered as an Intermediary must be carried out by a natural person registered as an Intermediary and authorised to represent the legal person pursuant to paragraph 1.2.
- 1.4. When a legal person registered as an Intermediary carries out Intermediary Activity for or on behalf of a Player and/or a Club in a Transaction, the name, signature and registration number of the natural person representing said legal person pursuant to paragraph 1.3. must appear on all relevant paperwork as is required by The Association from time to time.
- 1.5. For the purpose of Regulation D2, when a legal person registered as an intermediary is involved in a Transaction, The Association will publish the name of the natural person declared as representing the legal person in said Transaction.

THIRD PARTY INTEREST IN PLAYERS REGULATIONS

PREAMBLE

These Regulations are made in accordance with Rule C.1.(b)(iii) of The Association and are binding on all Participants. These Regulations are founded on the principle that no party, other than a Club itself, should be placed in a position where it may be able to influence the manner in which a Club operates, its policies or the performance of its teams. The Association considers that a party holding an interest in the registration, federative, economic or similar rights of a Player may, as a consequence of that interest, have such ability. The purpose of these Regulations is to ensure that no such 'third party' interests are held in Players playing for Clubs.

Any breach of these Regulations shall be Misconduct and shall be dealt with in accordance with the Rules of The Association and shall be determined by a Regulatory Commission of The Association. All other decisions by The Association pursuant to these Regulations shall be made by or under the delegated authority of the Football Regulatory Authority and shall be made at its absolute discretion.

In dealing with any issue under these Regulations, regard shall be given to the substance of any dealings or arrangements and not just their legal form.

Definitions are set out in Rule A, Appendix I of The Association's Regulations on Working with Intermediaries and Section E of these Regulations.

These Regulations come into effect on 31 May 2015.

A PROHIBITION ON THIRD PARTY INTEREST

Club Obligations

1. No Club may enter into an Agreement which enables any party, other than the Club itself, to influence materially the Club's policies or the performance of its teams or Players in Matches and/or Competitions.
2. No Club may enter into an Agreement with a party whereby that Club:
 - makes or receives a payment, whether directly or indirectly, or
 - assigns, novates, sells, grants, acquires or otherwise transacts in any rights or obligations whatsoever, or
 - incurs any liabilityto, or from that party as a result of, in connection with, or in relation to
 - the proposed or actual registration (whether permanent or temporary), or
 - the transfer of registration, or
 - the employment or continued employmentby the Club of a player, save where:
 - 2.1 the Agreement is permitted pursuant to Regulation B ("Permitted Club Agreements"); or
 - 2.2 The Association has provided its formal written approval of the Agreement in advance pursuant to Regulation D ("Club or Player Agreements Requiring Prior Written Approval").

Player Obligations

3. No Player may enter into or be party to an Agreement with another party whereby that Player
 - makes or receives a payment, whether directly or indirectly, or
 - assigns, novates, sells, grants, acquires or otherwise transacts in any rights or obligations whatsoever, or
 - incurs any liabilityto, or from that party as a result of, in connection with, or in relation to
 - the proposed or actual registration (whether permanent or temporary), or

- the transfer of registration, or
- the employment or continued employment

of that Player, save where:

- 3.1 the Agreement is permitted pursuant to Regulation C (“Permitted Player Agreements”); or
- 3.2 The Association has provided its formal written approval of the Agreement in advance pursuant to Regulation D (“Club or Player Agreements Requiring Prior Written Approval”).

B. PERMITTED CLUB AGREEMENTS

1. Subject always to the Rules and Regulations of The Association, FIFA and any relevant Competition, and unless formally approved in advance by The Association pursuant to Regulation D, a Club may only enter into an Agreement otherwise prohibited pursuant to Regulation A.2 above where it:

Agreements arising from the permanent or temporary transfer of registration of a player

- 1.1 in the case of a Registering Club, agrees to acquire the registration of a player in consideration for payment to a Transferring Club (or, if so required under the rules and/or regulations of an overseas league or association, directly to said overseas league or association) of a Fee, subject to the requirements of Rule C.1(g)(iv) and (v) and,
 - 1.1.1 in the circumstances of a permanent transfer of registration, such that any existing interest of any party in the registration, federative or economic rights or rights of any other nature whatsoever of the player is extinguished absolutely save for the Transferring Club’s entitlement to receive a Sell-On Fee or Contingent Sum; or
 - 1.1.2 in the circumstances of a temporary transfer of registration, such that any existing interest of any party other than the Transferring Club in the registration, federative or economic rights or rights of any other nature whatsoever of the player is extinguished absolutely;
- 1.2 in the case of a Transferring Club, agrees to transfer the registration of a player in consideration for receipt from a Registering Club of a Fee, subject to the requirements of FA Rule C.1(g)(iv) and (v) and, in the circumstances of a permanent transfer of registration, such that any existing interest of the Transferring Club in the registration, federative or economic rights or rights of any other nature whatsoever of the player is extinguished absolutely save for the Transferring Club’s entitlement to receive a Sell-On Fee or Contingent Sum;
- 1.3 agrees to remunerate and/or make any other payments whatsoever to or for the benefit of a Player whose registration it holds or who it employs subject to the requirements of FA Rule C.1(b)(iv);
- 1.4 enters into a Representation Contract with an Intermediary in accordance with The Association’s Regulations on Working with Intermediaries;
- 1.5 agrees to pay Incidental Expenses;
- 1.6 agrees or is required to pay or receive a Training Compensation Payment or a Solidarity Payment and/or any other levies or payments payable to or by a club pursuant to the statutes or regulations of FIFA or any other football governing body or Competition from time to time, or otherwise properly due to or from such governing body or Competition;

Financing Agreements secured against Fees or other receivables

- 1.7 in the case of a Transferring Club or Former Club, agrees to receive a Fee, Training Compensation Payment or a Solidarity Payment from:
 - 1.7.1 a Financial Institution,
 - 1.7.2 a Competition in accordance with the provisions of the Rules of the Competition in force at the time; or

- 1.7.3 The Association in accordance with the provisions of its Rules in force at the time in default of payment of the same by the club from which it is due.
- 1.8 in the case of a Transferring Club, agrees to assign its entitlement to a Fee to a Financial Institution, a Group Undertaking or a Permitted Individual;
- 1.9 in the case of a Registering Club agrees to pay a Financial Institution to which the Transferring Club has assigned its entitlement to a Fee;
- 1.10 in the case of a Registering Club, agrees to pay a party to which an Overseas Transferring Club has assigned its entitlement to a Fee, save where that party holds or has held an interest in the registration, federative or economic rights or rights of any other nature whatsoever of the player to which the Fee relates;
- 1.11 in the case of a Transferring Club, enters into borrowing arrangements with a Financial Institution secured on future instalments of a Fee due from a Registering Club in respect of a player whose registration the Transferring Club has already transferred;
- 1.12 in the case of a Transferring Club or Former Club, agrees or is required to assign its entitlement to a Fee, Training Compensation Payment or a Solidarity Payment to HMRC or another UK statutory agency;

Other arrangements

- 1.13 agrees with a player to acquire a right (whether optional, contingent or otherwise) to employ that player at a future date;
- 1.14 agrees with a club to acquire a right (whether optional, contingent or otherwise) to acquire a player at a future date;
- 1.15 is required to pay Value Added Tax (or any equivalent tax) pursuant to any Agreement or payment permitted by this Regulation B or approved pursuant to Regulation D.
2. In respect of those Agreements permitted under Regulation B.1.7 through B.1.14, a Club must lodge the completed Agreement together with all supporting documentation with The Association within 5 working days of its completion or at the time of submission of the corresponding payment to The Association's Clearing House when appropriate, whichever is the earlier. This requirement is additional to any other disclosure requirement pursuant to the Rules and Regulations of The Association, FIFA and any relevant Competition.
3. In respect of any Agreement permitted under Regulation B.1.13 through B.1.14, the identity of any Intermediary or any other person who will be conducting Intermediary Activity for the Club and/or player in the registration of that player for that Club must be disclosed to The Association. This includes any individual who may not be registered to conduct Intermediary Activity with The Association at the time that the Agreement is disclosed but who intends to so register by the time of the registration of the player. This requirement is additional to any other disclosure requirement pursuant to the Rules and Regulations of The Association, FIFA and any relevant Competition.

C. PERMITTED PLAYER AGREEMENT

1. Subject always to the Rules and Regulations of The Association, FIFA and any relevant Competition, and unless formally approved in advance by The Association pursuant to Regulation D, a Player may only enter into or be party to an Agreement otherwise prohibited pursuant to Regulation A.3 above where that Player:
- 1.1 enters into a written contract of employment in accordance with Rule C.1; or
- 1.2 enters into a Representation Contract with an Intermediary in accordance with The Association's Regulations on Working with Intermediaries; or
- 1.3 enters into an Image Rights Agreement; or

- 1.4 enters into a Commercial Agreement; or
- 1.5 agrees to pay Incidental Expenses.

D. CLUB OR PLAYER AGREEMENTS REQUIRING PRIOR WRITTEN APPROVAL

1. Save where permitted pursuant to Regulations B or C, a Club or Player may enter into an Agreement otherwise prohibited pursuant to Regulation A.2 or A.3 respectively only where it has obtained in advance the formal written approval of The Association to do so.
2. A Club or Player must disclose any proposed Agreement to The Association for its consideration and approval prior to its completion.
3. The Association shall have the power to require of any Participant the provision of any information, documentation or other material of any nature which The Association considers appropriate for its consideration of any matter under these Regulations.
4. In considering whether approval should be granted, The Association shall have regard to, and shall apply principles consistent with, the purpose and intention of its Rules and Regulations together with the Rules and Regulations of FIFA and of any relevant Competition.

TYPICAL AGREEMENTS REQUIRING PRIOR WRITTEN APPROVAL

Buying out an existing interest in a player

5. An Agreement wherein a Registering Club proposes to acquire the interest of an Overseas Club or any Third Party which has any interest in the registration, federative or economic rights or rights of any other nature whatsoever of a player may be approved only where:
 - 5.1 the Club is seeking to register the player; and
 - 5.2 all sums payable by the Club to a Third Party as a consequence of the Agreement will be paid prior to the expiry of the initial term of the contract of employment between the Club and the player; and
 - 5.3 all sums payable by the Club are paid via The Association using the relevant designated account as prescribed by The Association from time to time; and
 - 5.4 the Club does not grant any right, commit to any payment or confer any benefit whatsoever, whether contingent or otherwise, to any party in relation to the future sale of the player, save only where it agrees to pay a Sell-On Fee or Contingent Sum to the Transferring Club; and
 - 5.5 as a consequence of the Agreement, any existing interest in the registration, federative or economic rights or rights of any other nature whatsoever of the player will be extinguished absolutely; and
 - 5.6 the Club undertakes to commit each and every term of the Agreement to writing and to lodge this Agreement in its final form together with all associated documentation with The Association within 5 working days of its completion.

Other financing Agreements

6. An Agreement wherein a Club proposes to enter into borrowing or another form of financing or investment that is secured against, or has a return directly linked to the value or future value of any Player employed by a Club may be approved subject to such conditions as may be required by The Association from time to time.
7. An Agreement wherein a Transferring Club proposes to assign its entitlement to a Fee to any party other than a Financial Institution, Group Undertaking or Permitted Individual may be approved subject to such conditions as may be required by The Association from time to time.
8. An Agreement wherein a Registering Club proposes to pay a party to which an Overseas Transferring Club has assigned its entitlement to a Fee, in circumstances where that party

holds or has held an interest in the registration, federative or economic rights or rights of any other nature whatsoever of the player to which the Fee relates, may be approved subject to such conditions as may be required by The Association from time to time.

Other Agreements

9. Any other proposed Agreement that does not fall within the typical Agreements requiring prior written approval set out at Regulations D.5 through D.8 above, will be considered for approval at The Association's discretion.

E DEFINITIONS

'Agreement', which shall be interpreted broadly and purposively for the purposes of these Regulations, means any agreement, arrangement, obligation, undertaking or understanding whether oral or written, formal or informal, contractual or otherwise, binding in law or otherwise, and of any nature whatsoever; and which includes for these purposes any attempt to enter into any such Agreement.

'Commercial Agreement' means a sponsorship or marketing agreement wherein a player receives remuneration or payment in consideration for his/her marketing or advertising of or association with a product or undertaking in circumstances which do not grant to any party the ability materially to influence that player's performance in Matches and/or Competitions.

'Contingent Sum' means any payment or fee or other valuable consideration agreed and/or payable as part of the transfer of the registration of a player that is contingent on the happening of a future event (e.g. player appearances).

'Fee' means any one or more of a Transfer Fee, Contingent Sum, Loan Fee or Sell-on Fee or any part thereof.

'Financial Institution' means any entity which is incorporated in, or formed under the law of any part of the United Kingdom, and which has permission under Part 4 of the Financial Services and Markets Act 2000 to carry on the regulated activity of accepting deposits (within the meaning of section 22 of that Act, taken with Schedule 2 and any order under Section 22) but such definition shall not include:

- (a) a building society (within the meaning of section 119 of the Building Societies Act 1986); or
- (b) a credit union (within the meaning of section 31 of the Credit Unions Act 1979).

'Former Club' means a club that has previously held the registration of a player.

'Group Undertaking' has the meaning set out in section 1161(5) of the Companies Act 2006.

'Image Rights Agreement' means any Agreement whereby a player transfers to any person ('the transferee') the right to exploit his image or reputation either in relation to football or non-footballing activities in circumstances which do not grant to the transferee or any other party the ability materially to influence that player's performance in Matches and/or Competitions.

'Incidental Expenses' means any legitimate expenses incurred by a Club or player in connection with registering a player, including the costs of pre-registration medical examinations, travel and relocation expenses, visa and work permit fees, fees for legal services (other than Intermediary Activity as defined in The Association's Regulations on Working with Intermediaries) and the payment of insurance premiums on policies for the Club's benefit and like expenses, subject to all other applicable Rules and Regulations of The Association, FIFA and any relevant Competition.

'Loan Fee' means any payment or fee or other valuable consideration agreed and/or payable as compensation in exchange for the transfer of registration of a player on a temporary basis.

‘Overseas Club’ means any club that plays the game of football in any country other than England in a competition sanctioned and recognised by the relevant National Association (with the exception of Clubs outside England that play in competitions sanctioned by The Association).

‘Overseas Transferring Club’ means an Overseas Club that will transfer or has transferred as a consequence of the Agreement the registration of a player to a Registering Club.

‘Overseas Player’ means any player who plays the game of football in any country other than England and is recognised as such by their National Association.

‘Permitted Individual’ means an Official or Officer of the relevant Transferring Club who is, at the time of the proposed assignment, subject to and fully compliant with the requirements of the applicable Owners’ and Directors’ Test.

‘Registering Club’ means a club that will acquire or has acquired, as a consequence of the Agreement the registration of a player from a Transferring Club.

‘Sell-on Fee’ means any payment or fee or other valuable consideration agreed and/or payable as part of the transfer of the registration of a player that entitles a Transferring Club to a financial interest in a future Transfer Fee related to the player.

‘Solidarity Payment’ means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations or any successor or replacement thereof.

‘Third Party’ means any natural or legal person, undertaking or entity that is not a Club or an Overseas Club.

‘Training Compensation Payment’ means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to Training Compensation as defined within those regulations or any successor or replacement thereof.

‘Transfer Fee’ means any payment or fee or other valuable consideration agreed and/or payable as compensation in exchange for the transfer of registration of a player on a permanent basis.

‘Transferring Club’ means a club that will transfer or has transferred as a consequence of the Agreement the registration of a player to a Registering Club.

THESE REGULATIONS ARE MADE PURSUANT TO RULE J1(F) OF THE ASSOCIATION.

Regulations for the Owners' and Directors' Test For Clubs Competing in The Football Conference Limited, The Southern Football League Limited, The Isthmian Football League Limited and The Northern Premier League Limited ("The Leagues")

("The Regulations")**1. INTRODUCTION**

1.1 In these Regulations the following words shall have the following meanings:

"The Association" means The Football Association Limited, of Wembley Stadium, London, HA9 0WS.

"Applicant Officer" means any person applying to become an Officer of a Club.

"Authorised Signatory" means any existing Officer of the Club.

"Bankruptcy Order" means an order adjudging an individual bankrupt.

"Bankruptcy Restriction Order" and **"Interim Bankruptcy Restriction Order"** mean the orders of the same name made under the provisions of Schedule 1A of the Insolvency Act 1986.

"Club" means any association football club that is from time to time, a member of any of The Football Conference Limited, The Southern Football League Limited, The Isthmian Football League Limited and The Northern Premier League Limited.

"The Declaration" means the Declaration form as prescribed by The Association, and shown at Schedule 1 to these Regulations, such forms to be signed by both the Applicant Officer and an Authorised Signatory (who may not be the same person).

"Dishonest Act" means any act which would reasonably be considered to be dishonest.

"Disqualifying Condition" means all or any of those criteria listed in The Declaration.

"Effective Date" means 1 August 2013.

"Football Club" means any association football club.

"Individual Voluntary Arrangement" means an arrangement made under the provisions of Part VIII of the Insolvency Act 1986.

"Insolvency Event" refers to any one of the following;

- (a) entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act 1986 ("the 1986 Act") or a compromise or arrangement with its creditors under Part 26 of the Companies Act 2006 or any compromise agreement with its creditors as a whole; or
- (b) lodging a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (other than paragraph 12(1)(c)) or where an Administrator is appointed or an Administration Order is made ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act); or
- (c) an Administrative Receiver (as defined by section 251 of the 1986 Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets which, in the opinion of The Association, are material to the Club's ability to fulfil its obligations as a member of the League; or

- (d) shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (e) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (f) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act; or
- (g) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by The Association; or
- (h) being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in sub-paragraphs (a) to (g) above;

“The Instruction” means the written notification from The Association to a Club and Officer stating that an individual is not permitted to hold the position of Officer.

“League” means any league sanctioned by The Association.

“The Notice” means the notification from The Association issued to a League giving notice that the Club’s membership of the League is to be suspended in accordance with League Rules.

“Officer” means in respect of any Club, any individual person operating the powers that are usually associated with those of:

- (i) a director of a company incorporated under the Companies Act (as a company limited by shares or by guarantee); or
- (ii) an officer of a registered society under the Cooperative and Community Benefit Societies Act 2014 (“a registered society”); or
- (iii) a Chairman, Secretary or Treasurer of a Club that is an unincorporated association.

Without prejudice to the generality of the foregoing, the following individuals shall be deemed to qualify as an Officer:

- (a) a person exercising direct or indirect control over a corporate director of the Club;
- (b) a person registered as a director or secretary of the Club with the Registrar of Companies;
- (c) a person registered with the Financial Conduct Authority as an officer of the Club in the case of a registered society;
- (d) a person for whom a Form AP.01 (to be filed with the Registrar of Companies) has been completed in relation to the Club;
- (e) a person that has been named by the Club on the latest Form A submitted to The FA as being an Officer of the Club and any subsequent amendments thereto that are required to be advised to The FA under FA Rule A 3 (j) (ii);
- (f) a person who has been elected to become a director of the Club at a meeting of the board of directors or members of the Club;
- (g) a person who has been elected to become Chairman, Secretary or Treasurer of a Club that is an unincorporated association at a meeting of the Management Committee or members of the Club;
- (h) a person in accordance with whose directions or instructions the persons constituting the management of the Club are accustomed to act; or
- (i) a person who in the opinion of The Association exercises or is able to exercise direct or indirect control over the affairs of the Club. For the purposes of this definition,

a person shall be regarded as being able to exercise direct or indirect control over the affairs of the Club in particular but without prejudice to the generality of the preceding words if that person, whether directly or indirectly and through any means including without limitation by way of acting in concert with others:

- owns or is entitled to acquire 30% or more of the share capital or issued share capital of the Club or the voting power in the Club; and/or
- has the power 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.

There shall be excluded from the definition of Officer any legal or professional advisers acting in their legal or professional capacity without any interest (in excess of a 5% shareholding) in the Club other than as its advisers.

“Parent Undertaking” means as set out in Section 1162 of Companies Act 2006.

“Registered Offender” means any Person who is required to notify personal information to the police in accordance with Part 2 of the Sexual Offences Act 2003 or any statutory modification or re-enactment thereof.

“Serving Officer” means any person qualifying as an Officer of a Club before the Effective Date and continuing to qualify as such at that date.

“Sports Governing Body” means any ruling body of a sport that is registered with UK Sport/ Sport England, or any corresponding national or international association.

- 1.2 In these Regulations, the phrase “qualifying as/qualifies as an Officer” shall mean when an individual satisfies one or more of the criteria set out within the definition of Officer as described above.

2. GENERAL

- 2.1 No Serving Officer who becomes subject to a Disqualifying Condition on or after the Effective Date may continue to act as an Officer of a Club.
- 2.2 No Serving Officer who is subject to a Disqualifying Condition as at the Effective Date for which he would be disqualified, save for the fact that he is a Serving Officer, may become an Officer of another Club until such time as he is no longer subject to the Disqualifying Condition.
- 2.3 No person who is subject to a Disqualifying Condition (and who is not a Serving Officer) may become an Officer of a Club.
- 2.4 No person who qualifies as or becomes an Officer on or after the Effective Date who becomes subject to a Disqualifying Condition on or after the Effective Date may continue to act as an Officer of a Club.
- 2.5 The Association shall have the power to publish in the public press, on a web site or in any other manner considered appropriate:
- the outcome of its consideration of any Declaration or Confirmation (including, for the avoidance of doubt, the fact that a person has failed to satisfy the requirements of these Regulations);
 - the fact and/or detail of any Instruction or Notice issued; or
 - any other matter relating to the application of these Regulations to a Club, an Applicant Officer or an Officer, whether or not this reflects on the character or conduct of the Club, Applicant Officer or Officer.

Each Applicant Officer, Officer and Club shall be deemed to have consented to such publication as the Association considers appropriate.

3. REPORTING REQUIREMENTS

3.1 *Submission of Declaration*

- 3.1.1 No later than 14 days prior to the date on which it is anticipated that a person shall become or qualify as an Officer of a Club, that Club must submit to The Association a duly completed Declaration in respect of the Applicant Officer signed by the Applicant Officer and by an Authorised Signatory.
- 3.1.2 The Association shall use its best endeavours to confirm to the Club within 14 days of receipt of a completed Declaration whether or not that Applicant Officer is permitted to act as an Officer of that Club. This confirmation shall be given to the Club in writing, by post or email ("the Confirmation") and copied to the League of which the Club is a member.
- 3.1.3 The Applicant Officer shall not be permitted to act as an Officer of that Club until such time as The Association gives written confirmation to the Club.

3.2 *Notification of An Officer becoming subject to a Disqualifying Condition*

- 3.2.1 Upon an Officer becoming subject to any Disqualifying Condition(s) contained in a submitted Declaration, or that results in a change to any other information contained in the Declaration;
- the Officer in respect of whom the Declaration was submitted shall within three working days give full written particulars thereof to his Club; and
 - the Club shall thereupon within three working days give such particulars to The Association.
- 3.2.2 Upon The Association becoming aware by virtue of the circumstances given in paragraph 3.2.1 above, or by any other means, that a person is subject to a Disqualifying Condition, The Association will:
- issue the Instruction to the person that he is disqualified, and requiring him to remove himself as an Officer within 7 days of the date of the Instruction or such period as The Association stipulates in the Instruction and provide evidence of the removal to The Association to be received within three working days of the removal;
 - issue the Instruction to the Club that, in default of the Officer's removal, it shall procure the removal of the Officer from that position within such period as The Association stipulates in the Instruction and provide evidence of the removal to The Association to be received within three working days of the removal.

3.3 *Notification of Person ceasing to be an Officer*

- 3.3.1 A Club shall inform The Association of the removal of any Officer who is not subject to a Disqualifying Condition within 7 days .

4. DISCIPLINARY PROVISIONS

- 4.1 The Association shall have the power to prescribe fixed fines in respect of any default, as per Schedule 2 to these Regulations. There shall be no appeal against any such penalties.

4.2 Any Club that;

- fails to comply with its obligations under these Regulations; or
- knowingly allows a Declaration to be submitted that is false in any particular.

shall be guilty of Misconduct. The Association's powers to bring disciplinary proceedings under the Regulations for Football Association Disciplinary Action shall apply, save that The Association may at its discretion, and in place of or in addition to issuing formal disciplinary charges, issue the Club with a Fixed Penalty in accordance with Schedule 2.

- 4.3 Any Officer who;
- fails to comply with his obligations under these Regulations; or
 - submits a Declaration that is false in any particular.
- shall be guilty of Misconduct. The Association's powers to bring disciplinary proceedings under the Regulations for Football Association Disciplinary Action shall apply.

5. SUSPENSION OF LEAGUE MEMBERSHIP

- 5.1 Where any person acts as an Officer of a Club in breach of any of paragraphs 2.1-2.4 and/or 3.1.3, and that Club fails to remove that Officer having been instructed so to do by The Association (as per paragraph 3.2.2); then The Association may issue a Notice suspending the Club's membership to the League of which the Club is a member and forward a copy to the Club.
- 5.2 The suspension of the Club's membership of the League may only be lifted upon written notification from The Association.

6. APPEALS

- 6.1 There will be a right of appeal for
- an Applicant Officer where a Confirmation is issued to a Club under paragraph 3.1.2, or
 - an Officer made subject to an Instruction under paragraph 3.2.2, or
 - a Club made subject to a Notice under paragraph 5.1.
- 6.2 Save in respect to the time for lodging and hearing an appeal, the appeal shall be conducted in accordance with the Regulations for Football Association Appeals. Any appeal to The Association must be lodged in writing within 7 days of the date of the Confirmation, Instruction or Notice. Any appeal hearing will be held within 14 days of the appeal being lodged with The Association.
- 6.3 The effect of the Confirmation, Instruction or Notice may be suspended pending the outcome of an appeal upon application to the Chairman of the Appeal Board.
- 6.4 An appeal will be allowed only on the basis that:
- 6.4.1 none of the Disqualifying Conditions apply; or
 - 6.4.2 any applicable Disqualifying Condition has or will within 14 days of the date of the appeal being lodged with The Association cease to exist; or
 - 6.4.3 the Disqualifying Condition is a conviction that is subject to an appeal which has not yet been determined and in all the circumstances it would be unreasonable for the individual to be disqualified as an Officer pending the determination of that appeal; or
 - 6.4.4 The Disqualifying Condition is in respect of a conviction of a court of foreign jurisdiction; or suspension or ban by Sports Governing Body; or disqualification or striking off by a professional body and there are compelling reasons why that particular conviction, suspension or ban, disqualification or striking off should not lead to disqualification.

7. IMPLEMENTATION

- 7.1 These Regulations come into effect on 1 August 2015.

**SCHEDULE ONE
AS AMENDED FROM 1 AUGUST 2016**

THE DECLARATION

ALL SECTIONS TO BE COMPLETED BY ANY PERSON SEEKING TO BECOME AN OFFICER ON OR AFTER 1 AUGUST 2016 OF A CLUB THAT IS A MEMBER OF THE NATIONAL LEAGUE, THE ISTHMIAN LEAGUE, THE NORTHERN PREMIER LEAGUE, OR THE SOUTHERN FOOTBALL LEAGUE

Any individual completing this Form should read the Owners' and Directors' Regulations supplied to their Club Secretary or shown on TheFA.com before doing so.

I, *[insert full name]*

Previous or other names, if any *[insert details]*

Of *[insert full home address]*

Email address

Date of birth

propose to become an Officer of

..... ("the Club")

[insert full name and company number of the Club]

on

[insert proposed commencement date];

I have held a position as an Officer of a Football Club in the last five years: Yes / No

[delete as necessary];

(If "Yes" insert details below):

From	To	Position	Name of Club

I confirm that I am aware of the duties and responsibilities of an Officer as set out in UK Law and of a Football Club as set out in the Rules, Regulations and Articles of The Football Association and the League of which the above named Club is a member. I have considered taking professional advice on this matter where appropriate.

I hereby declare that:

- (i) I am not either directly or indirectly involved in or have power to determine or influence the management or administration of another Football Club;
- (ii) I am not prohibited by law from being an Officer (including but not limited to being subject to a disqualification order as a director of a UK registered company under the Company Directors' Disqualification Act 1986 (as amended or any equivalent provisions in any jurisdiction that has a substantially similar effect) or being subject to an undertaking given to the Secretary of State under that Act (as amended or any equivalent provisions in any

- jurisdiction that has a substantially similar effect) unless a court of competent jurisdiction makes an order under that Act permitting an appointment as an Officer);
- (iii) I have not been convicted of any of the following offences, or where I have, this conviction is now considered spent under the Rehabilitation of Offenders Act 1974;
- (a) an offence involving a Dishonest Act;
 - (b) corruption;
 - (c) perverting the course of justice;
 - (d) committing a serious breach of any requirement under the Companies Act 1985 or 2006 or any statutory modification or re-enactment thereof;
 - (e) dishonestly receiving a programme broadcast from within the UK with intent to avoid payment under Section 297 of the Copyright, Designs and Patents Act 1988;
 - (f) admitting spectators to watch a football match at unlicensed premises under Section 9 of the Football Spectators Act 1989;
 - (g) ticket touting under Section 166 of the Criminal Justice and Public Order Act 1994;
 - (h) conspiracy to commit any of the offences set out in paragraphs (a) to (g) above;
 - (i) any conviction for a like offence to any of the above offences by a competent court having jurisdiction outside England and Wales.
 - (j) I am not currently the subject of any current criminal proceedings for any of the offences detailed at items (a) to (i) above;
- (iv) I am not a Registered Offender and am not required to notify personal information pursuant to Part 2 of the Sexual Offences Act 2003;
- (v) I am not subject to a banning order in accordance with Schedule 1 of the Football Spectators Act 2000 (or any equivalent provision in any jurisdiction that has a substantially similar effect);
- (vi) I have not breached or admitted breaching (irrespective of any sanction actually imposed on me or whether any disciplinary proceedings were brought) at any time:
- (a) Rule E5 of The Association in relation to bribes, gifts or rewards or other matters in relation to matches;
 - (b) Rule E8 of The Association in relation to betting;
 - (c) Rule E9 of The Association in relation to attempts and agreements to breach Rules E5(a) or E8 of The Association;
 - (d) Any other rule in force from time to time in relation to the prohibition on betting on football matches played in England and Wales;
 - (e) Any rule of any other ruling body of football in relation to the prohibition of betting on football (whether in England or Wales or elsewhere)
- (vii) I am not currently banned or suspended by a Sports Governing Body from involvement in the administration of, or participation in, that sport;
- (viii) I am not subject to a Bankruptcy Order, Interim Bankruptcy Restriction Order, Bankruptcy Restriction Order or an Individual Voluntary Arrangement or any other formal compromise arrangement with my creditors recognised under law or any equivalent provisions in any jurisdiction that has a substantially similar effect, and in each case as may be amended from time to time;
- (ix) I am not subject to any form of disqualification or striking-off by a professional body, including, by way of example and without limitation, The Law Society, Bar Council or The Institute of Chartered Accountants in England & Wales or any equivalent body in any jurisdiction outside of England & Wales;
- (x) I have not been an Officer of a Football Club that has been expelled from either the Premier League, Football League, National League, Isthmian League, Northern Premier League or Southern Football League whilst I have been an Officer of that Football Club or in the 30 days immediately following me having resigned as an Officer of that Football Club;

- (xi) Since 1 August 2010 I have not been an Officer of:
- two or more Football Clubs or Parent Undertaking of a Football Club that have entered into an Insolvency Event and in respect of which a sporting sanction was applied either:
 - whilst I have been an Officer of those companies; or
 - in the 30 days immediately following me having resigned as an Officer of those companies; or
 - one Football Club or Parent Undertaking of a Football Club that have entered into two separate Insolvency Events and in respect of which a sporting sanction was applied either:
 - whilst I have been an Officer of that Football Club or Parent Undertaking of a Football Club; or
 - in the 30 days immediately following me having resigned as an Officer of that Football Club or Parent Undertaking of a Football Club.

(For the avoidance of doubt, where any Football Club or Parent Undertaking has been subject to more than one Insolvency Event during the process of compromising its creditors (for example Administration followed by exit via a Company Voluntary Arrangement ('CVA')), this will only count as one Insolvency Event).

I understand that the words or terms 'Officer', 'Football Club', 'Dishonest Act', 'Registered Offender', 'Sports Governing Body', 'Bankruptcy Order', 'Interim Bankruptcy Order', 'Bankruptcy Restriction Order', 'Individual Voluntary Arrangement', 'Parent Undertaking' and 'Insolvency Event' above have the meanings set out in the Regulations of The Association.

I, the Applicant Officer, confirm that I have read the 'notes and definitions' that accompany this form and hereby consent pursuant to Schedule 2 and Schedule 3 of the Data Protection Act 1998 to The Association holding and processing the above 'personal data' and 'sensitive personal data' for the purposes of assessing my compliance with the Owners' and Directors' Test for Club Officers as set out in the Regulations of The Association.

I certify that the above information is correct and I acknowledge and agree that The Association shall be entitled to undertake such checks as may be necessary to verify the information contained within this Declaration. I acknowledge that:

- (a) if I provide a false declaration then I am liable to such penalties as are set out in the Regulations for Football Association Disciplinary Action;
- (b) having submitted this Declaration, in the event that I become unable to satisfy any of the conditions (i) to (xi) shown above, that:
- I must notify the Club within three working days, and
 - I will be unable to act as an Officer of a Club.
- (c) The Association shall have the power to publish in the public press, on a web site or in any other manner it considers appropriate:
- the outcome of its consideration of any Declaration or Confirmation (including, for the avoidance of doubt, the fact that I have failed to satisfy the requirements of these Regulations);
 - the fact and/or detail of any Instruction or Notice issued; or
 - any other matter relating to the application of these Regulations to me as an Applicant Officer or Officer, whether or not this reflects on my character or conduct.

Applicant Officer Signature

Signed:

Name (Print):

Date:

Authorised Signatory Signature

I hereby confirm that I am an Authorised Signatory of the Club and that to the best of the Club's knowledge and belief the above information is correct. I acknowledge that:

- (a) if the Club gives a false declaration then it is liable to such penalties as are set out in the Regulations for Football Association Disciplinary Action;
- (b) The Association shall have the power to publish in the public press, on a web site or in any other manner it considers appropriate:
- the outcome of its consideration of any Declaration or Confirmation (including, for the avoidance of doubt, the fact that any Applicant Officer or Officer of the Club has failed to satisfy the requirements of these Regulations);
 - the fact and/or detail of any Instruction or Notice issued; or
 - any other matter relating to the application of these Regulations to the Club, an Applicant Officer or Officer of the Club, whether or not this reflects on the character or conduct of the Club, Applicant Officer or Officer.

Signed:

Name (Print):

Date:

For and on behalf of the Club

(Note – the Authorised Signatory signing on behalf of the Club must be an existing Officer of the Club unless directed by The Association)

All Pages Of This Form Must Be Returned To:

ODT Declarations
 Financial Regulation Department,
 The Football Association,
 Wembley Stadium,
 PO Box 1966
 London
 SW1P 9EQ

or by email to odt@TheFA.com

SCHEDULE TWO

OADT – OVERDUE FORMS FINE TARIFF

Days Overdue	0-7	8-21	22 and over*
National League	£300	£400	£500
Southern Football League / Northern Premier League / Isthmian Football League – Premier Divisions	£150	£200	£250
Southern Football League / Northern Premier League / Isthmian Football League – Non-Premier Divisions	£75	£100	£125
* Clubs fined this amount for each period of four weeks that form remains unsubmitted.			

OADT – FALSE INFORMATION FINE TARIFF

League	Fixed Fine for Provision of False Information
National League	£2,000
Southern Football League/ Northern Premier League/ Isthmian Football League – Premier Divisions	£1,000
Southern Football League/ Northern Premier League/ Isthmian Football League – Division One	£500

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GENERAL PROVISIONS RELATING TO INQUIRIES, COMMISSIONS OF INQUIRY, REGULATORY COMMISSIONS OF THE ASSOCIATION, OTHER DISCIPLINARY COMMISSIONS, APPEAL BOARDS AND SAFEGUARDING REVIEW PANEL HEARINGS

These provisions came into effect on 1 August 2014.

GENERAL

- 1.1 It should be borne in mind that the bodies subject to these provisions are not courts of law and are disciplinary, rather than arbitral, bodies. In the interests of achieving a just and fair result, procedural and technical considerations must take second place to the paramount object of being just and fair to all parties.
- 1.2 All parties involved in proceedings subject to these provisions shall act in a spirit of co-operation to ensure such proceedings are conducted expeditiously, fairly and appropriately, having regard to their sporting context.
- 1.3 The bodies subject to these provisions shall have the power to regulate their own procedure.
- 1.4 Without limitation to the authority of the bodies subject to these provisions to regulate their own procedure, where at any time in the course of any proceedings, there has been a breach of procedure by The Association or a failure by The Association to follow any direction given, including any time limit, this shall not invalidate the proceedings or its outcome unless the breach has been such as to seriously and irremediably prejudice the position of the Participant Charged.
- 1.5 Save where otherwise stated, the applicable standard of proof shall be the civil standard of the balance of probability.

EVIDENCE

- 2.1 A Commission of Inquiry, Regulatory Commission, Disciplinary Commission, Appeal Board and a Safeguarding Review Panel shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.
- 2.2 A Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and a Safeguarding Review Panel may draw such inference from the failure of a witness (including the Participant Charged) to give evidence or answer a question as it considers appropriate.

REPRESENTATION

- 3.1 A Participant Charged attending a personal hearing may be represented by one individual. (For instance, a Player may be represented by a Club Official of a Club with which he/she is associated or by a representative of the Professional Footballers' Association, and a Referee may be represented by a representative of the Referees' Association).
- 3.2 A Participant Charged appearing before a Regulatory Commission or an Appellant before an Appeal Board, or a Participant before a Safeguarding Review Panel, and any individual or body assisting in any way an inquiry of The Association or a Commission of Inquiry, may be legally represented provided that he/she notifies The Association of the fact that he/she is to be legally represented by the date on which the Reply is served.
- 3.3 An individual acting as representative for a Participant Charged shall not be allowed to give evidence.

CONFIDENTIALITY/PUBLICATION OF PROCEEDINGS

- 4.1 The proceedings of a Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and Safeguarding Review Panel shall take place in private.

- 4.2 Subject to Rules 4.4 and 4.5 below, all oral or written representations, submissions, evidence and documents created in the course of any proceedings are confidential between The Association and the individual or body concerned.
- 4.3 All oral or written representations, submissions, evidence and documents created in the course of any proceedings shall be subject to qualified privilege.
- 4.4 The Association shall have the power to publish in the public press, on a web site or in any other manner considered appropriate:
- the outcome of any inquiry (irrespective of whether a Charge is issued in respect of that inquiry);
 - reports of any hearing, order, requirement, instruction, decision, proceedings, acts, resolution, finding and penalty;
 - any representations, submissions, evidence and documents created in the course of proceedings whether or not this reflects on the character or conduct of a Participant.
- Each Participant shall be deemed to have consented to any inquiry or Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and a Safeguarding Review Panel and to the publication of any report.
- 4.5 The Association shall have the right to use and rely upon any representations, submissions, evidence and documents that are provided to it during the course of any inquiry and/or are created or otherwise generated during the proceedings of a Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and Safeguarding Review Panel for the purpose of carrying out its regulatory functions and monitoring and implementing compliance with its Rules and Regulations (including taking action against any Participant under Rule E).

SERVICE OF DOCUMENTS

- 5.1 A document may be served by giving it to the person to whom it is addressed or by leaving it at, or sending it by first class post, e-mail or by fax to, the last known address of the addressee or, in the case of an individual, the Club with which he/she is associated.

DAYS

- 6.1 Any reference to a day or days in the Regulations shall mean a calendar day or days. Bank Holidays shall not be counted.

FEES

- 7.1 An Appeal fee of £100 is required when a participant requests an appeal against a decision of a Regulatory Commission. An Appeal fee of £50 is required when a participant requests an appeal against a decision of an Affiliated Association.

For other FA decisions amenable to appeal, or a decision of a League, the appeal fees are as follows -

- Premier League to Step 1 - £500
- Step 2 to Step 4 - £250
- Step 5 to Step 7 £100
- Outside NLS - £50

CONSOLIDATED PROCEEDINGS

- 8.1 Notwithstanding the power of The Association pursuant to Regulation 3.3 of the Regulations for Football Association Disciplinary Action, where the subject matter of or facts pertaining to a Charge or Charges against one or more Participant(s) is sufficiently

linked (including, but not limited to, where offences are alleged to have been committed in the same match or where there is common Association or defence evidence) OR where a Commission believes it appropriate for the timely and efficient disposal of the proceedings, the relevant Commission shall have the power to consolidate proceedings so that they are conducted together and the Charges may be determined at a joint hearing. Evidence adduced by or on behalf of a Participant shall be capable of constituting evidence against another Participant. The relevant Commission shall give appropriate weight to such evidence. Participants or their representatives shall be entitled to cross-examine other Participants and their witnesses.

The relevant Commission may hear evidence in any order and shall have complete discretion to take matters out of order for the timely, efficient and appropriate disposal of the proceedings.

OTHER PROCEEDINGS

- 9.1 The fact that the Participant is liable to face or has pending any other criminal, civil or disciplinary proceedings in relation to the same matter shall not prevent or fetter The Association conducting proceedings under the Rules of The Association.

EXCLUSION OF LIABILITY

- 10 Members of any tribunal and any FA executive staff member involved in any proceedings subject to these General Provisions, shall not be held liable for any acts or omissions in relation to any such proceedings.

REGULATIONS FOR FOOTBALL ASSOCIATION DISCIPLINARY ACTION

1 INTRODUCTION

- 1.1 These Regulations set out the way in which proceedings under Rules E and G of the Rules of The Association shall be conducted.
- 1.2 More guidance as to the specific disciplinary procedures and sanctions that are to apply to specific competitions may be found in the Memoranda entitled "Disciplinary Procedures Concerning Field Offences" attached to these Regulations as Sections A-D.

2 THE COLLECTION OF EVIDENCE

- 2.1 All Participants must take all reasonable measures to assist The Association in the collection of evidence. Where The Association requests the production of evidence from any Participant, that Participant shall (subject to considerations of legal professional privilege) be under an obligation to provide it.
- 2.2 Where on-field offences are concerned, The Association may request that a Club deliver or procure the delivery of video and/or DVD evidence to it to assist it in investigating possible Misconduct (as defined in the Rules of The Association). Clubs must deliver such video and/or DVD evidence to The Association as soon as reasonably practicable and in any event no later than by 12 noon on the next working day following The Association's request. Failure to provide such evidence within this deadline may result in The Association bringing a charge of Misconduct against the Club.

3 THE CHARGE

- 3.1 The decision that facts or matters may give rise to Misconduct and that a Charge be brought will be made by the Chief Regulatory Officer (or his nominee) on behalf of The Association.
- 3.2 Where any facts or matters give rise to alleged Misconduct by a Participant under Rule E1 (b)-(f) of the Rules of The Association, The Association will serve on the Participant concerned (the "Participant Charged") a written Charge ("the Charge") which shall:
 - (a) State briefly the nature of the alleged Misconduct;
 - (b) Identify the provision(s) alleged to have been breached;
 - (c) Provide copies of documents or other material referred to in the Charge.

The Charge may include a request for the provision of a summary of the current terms and conditions of employment of a Participant.

- 3.3 Where the subject matter of or facts pertaining to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same match or where there is common Association or defence evidence), The Association may charge the Participant(s) and consolidate the disciplinary proceedings so that they are conducted together and the Charges shall be determined at a joint hearing.
- 3.4 A copy of the Charge shall be forwarded to the Chairman of the Judicial Panel (or his nominee) who shall appoint a Regulatory Commission in accordance with, and subject to, the terms of reference of the Judicial Panel (as defined in the Articles of Association from time to time).

Where a Participant is charged under Rule E1 (b) - (f) the Secretary of the Regulatory Commission shall forward to both parties a copy of the Regulatory Commission's Standard Directions and/or the date of the proposed Directions Hearing convened in accordance with Regulation 4 below.

- 3.5 A single Charge may be issued against the Participant Charged in respect of more than one instance of Misconduct, but the Charge shall state separately the nature of each alleged

Misconduct and the provision(s) alleged to have been breached and shall have effect as separate Charges.

4 DIRECTIONS

Introduction

4.1 This Regulation gives effect to the general principle that it is in the interest of the timely and efficient disposal of disciplinary proceedings that directions be given whenever a Charge is brought against a Participant. In the case of complex matters, these directions may, at the discretion of the Regulatory Commission, be the subject of a Directions Hearing in the form and manner set out in Regulations 4.9 - 4.12 below.

Where less complex matters are concerned, these may be the subject of Standard Directions. The applicable Standard Directions are to be found at Schedules A – C to these Regulations.

Preliminary Applications and Preliminary Hearings

4.2 (a) A party to the disciplinary proceedings may apply for issues to be dealt with on a preliminary basis (a "Preliminary Application"). A Preliminary Application must be made as soon as practicable following service of the Charge, and in any case no later than 10 working days prior to the full hearing date.

In the event that a party wishes to have the Preliminary Application determined by a separate Regulatory Commission the party may submit the Preliminary Application to the Judicial Panel Chairman who shall determine whether it will be considered by the Regulatory Commission appointed to determine the Charge or by a separate Regulatory Commission.

The relevant Regulatory Commission, or the Chairman of the relevant Regulatory Commission shall have the power to decide the procedure to be followed in determining the Preliminary Application, including for the Preliminary Application to be heard by the Regulatory Commission Chairman alone.

In determining the Preliminary Application the relevant Regulatory Commission shall have the power to:

- Dismiss the Preliminary Application summarily.
- Order that the issues raised in the Preliminary Application be dealt with as part of the main proceedings and not on a preliminary basis.
- Allow or dismiss the Preliminary Application in full or in part.
- Make such further order as it considers appropriate.

The decision of a Regulatory Commission as to matters subject to a Preliminary Application shall be final and binding and there shall be no right of further challenge.

(b) In respect of a Provisional Suspension imposed pursuant to the Anti-Doping Regulations only, the Participant subject to the Provisional Suspension may apply for a Provisional Hearing (as defined in the Anti-Doping Regulations) in respect of it, whether before or after the Participant has been Charged with the Anti-Doping Rule Violation to which the Provisional Suspension relates,

Where the Participant has not been Charged, the Participant may apply to the Judicial Panel Chairman for the Provisional Hearing. The Judicial Panel Chairman will appoint a Regulatory Commission to conduct the Provisional Hearing.

Where the Participant has been Charged and wishes to have the Provisional Hearing determined by a separate Regulatory Commission, the Participant may apply to the Judicial Panel Chairman who shall determine whether the Provisional

Hearing will be conducted by the Regulatory Commission appointed to determine the Charge or by a separate Regulatory Commission. In the absence of such an application, the Provisional Hearing will be conducted by the Regulatory Commission appointed to determine the Charge.

Save that the Provisional Hearing may be conducted orally or in writing, the relevant Regulatory Commission shall have the power to decide the procedure to be followed in conducting the Provisional Hearing.

At the Provisional Hearing the relevant Regulatory Commission shall have the power to:

- Order that the issues raised in the Provisional Hearing be dealt with as part of the main proceedings and not at the Provisional Hearing; or
- Order that the Provisional Suspension be removed or remain in place, save that it may order the Provisional Suspension be removed only on one or more of the bases provided for this in the Anti-Doping Regulations; or
- Make such further order as it considers appropriate.

The decision of a Regulatory Commission at a Provisional Hearing conducted under this Regulation shall be subject to appeal only as provided for in the Anti-Doping Regulations.

General Procedures

4.3 In all cases other than those referred to in Regulations 4.14 to 4.16 below, the procedure shall be as set out below.

4.4 The Participant Charged must within seven days of the service of the Charge serve on The Association a written reply (the "Reply") which:

- (a) admits or denies each Charge or part of a Charge; and
- (b) states whether the matter is to be dealt with:
 - (i) on written submissions alone under Regulation 5 below; or
 - (ii) at a hearing under Regulation 6 below, in which case a fee of £100 must be submitted by cheque made payable to The Football Association Ltd; and
- (c) includes a summary of the current terms and conditions of employment of a Participant who is a Player or Manager or where otherwise requested in the Charge.

4.5 The Reply shall also include:

- (a) a clear explanation of the nature and extent of the Participant's admission or denial of the Charge(s) or any part of a Charge;
- (b) a list of witnesses upon whom the Participant intends to rely together with a written statement signed by each witness setting out his/her evidence in full; and
- (c) copies of any documentation, evidence, mitigation, or other relevant material (of whatever nature) on which the Participant intends to rely at a hearing.

The above must be provided within 7 days of service of the Charge. In complex matters or in exceptional cases, a Participant may apply to the Chairman of the Judicial Panel (on notice to The Association) for an extension of time in which to provide the Reply.

4.6 Where the Participant Charged:

- (a) Fails within seven days of the service of the Charge to serve a Reply on The Association and the Regulatory Commission is satisfied that the Charge was served; or

(b) Fails to indicate in the Reply whether he wishes the matter to be dealt with at a Hearing or on written submissions; or

(c) Fails to comply with each of the requirements at Regulations 4.4 and 4.5; the Regulatory Commission will determine the Charge in such manner and upon such evidence as it considers appropriate.

4.7 Upon review of a Participant's Reply, The Association may provide to the Participant and the Regulatory Commission any further evidence or relevant material on which it intends to rely.

Where The Association has served upon the Participant any such further material, the Participant shall provide to The Association such further evidence or other relevant material upon which it intends to rely at a hearing, provided that it does so at the earliest opportunity and in any event no later than 7 days before the hearing. Evidence or other material not provided within time may not be relied upon at the hearing.

The purpose of the scheme here described at Regulations 4.4-4.7 is to:

(a) Clarify for all parties and the Regulatory Commission the issues to be determined at a hearing; and

(b) Ensure the just, timely and efficient disposal of the case.

The parties shall cooperate with one another in so far as they are able in order to achieve this purpose.

4.8 Any party who is to go before a Regulatory Commission for a hearing under Regulation 6 below only (this provision does not apply to matters falling within Regulations 4.14 to 4.16 below, which are dealt with under the Standard Directions set out at Schedules A - C to these Regulations), may make an application to the Judicial Panel Chairman, within seven days of the charge being issued and upon notice to all other parties, for an order that the chairman of that Regulatory Commission shall be a Specialist Panel Member who is a Solicitor or Barrister of seven or more years' standing.

Approval by the Judicial Panel Chairman of such application shall not be unreasonably withheld or delayed and any additional costs incurred in respect of having such a Specialist Panel Member as the chairman of that Regulatory Commission (whether or not the applicant be successful in the relevant hearing before such Regulatory Commission), shall be borne by the party who made the application.

4.9 The Regulatory Commission may give any directions considered necessary for the proper conduct of the proceedings, including but not limited to:

(a) Establishing the date, time and place of the Hearing;

(b) Extending or abridging any time limit;

(c) Amending or dispensing with any of the procedural steps set out in these Regulations;

(d) Instructing that a transcript be made of the proceedings;

(e) Determining that issues be dealt with as preliminary issues, or at a preliminary hearing;

(f) Requiring that the parties make written submissions, or submit skeleton arguments in advance of the Regulatory Commission's Hearing;

(g) Requiring that the disclosure be made of specific and identifiable documents in the possession of The Association, the Participant Charged or any third party Participant which are considered by the Regulatory Commission to be relevant to the Charge.

(h) Determining who shall attend a Hearing.

- 4.10 The Regulatory Commission may order for there to be a Directions Hearing which may take the form of an oral hearing or may be conducted by telephone conference, video link or by written submissions at the direction of the Regulatory Commission. If satisfied that all matters are agreed prior to the time set for the Directions Hearing, the Regulatory Commission may direct that no hearing take place and that the agreed directions shall stand as the decision of the Regulatory Commission.
- 4.11 The decision of the Regulatory Commission on matters referred to in this Regulation 4 is final and not subject to appeal.
- 4.12 The Regulatory Commission will circulate a note of its directions within three working days after the Directions Hearing.

Application

- 4.13 Save as stated below, the following Regulations 4.14 to 4.16 apply to the Participants of Clubs of the FA Premier League, the Football League, the National League and The FA WSL. Regulation 4.16 also applies to Participants of Clubs of the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League. Regulations 4.14 to 4.16 do not apply to Misconduct Charges for any of the following;

- The conduct of a Club's spectators and/or supporters and/or followers;
- Betting or any conduct relating to match or "spot" fixing, including but not limited to breaches of Rule E5, E8 and E14;
- Any breach of the Anti-Doping Regulations;
- Any Aggravated Breach of Rule E3(1);

or where it is thought any such charge may arise when an investigation is initiated.

Incidents concerning Players on the Field of Play which fall within Law 12, which were not seen by Match Officials, but caught on video (serious foul play, violent conduct, spitting at an opponent or any other person, offensive, insulting, abusive language or gestures).

- 4.14 Where a Player is charged with Misconduct contrary to Rule E1 of The Association, for a matter on the Field of Play (which falls within Law 12 but was not seen by Match Officials during the period of the game), the proceedings shall follow the specific procedures and time limits set out in the relevant directions concerning such matters as determined by Council from time to time (the "Standard Directions – Incidents on the Field of Play which fall within Law 12, which were not seen by Match Officials, but caught on video (serious foul play, violent conduct, spitting at an opponent or any other person, offensive, insulting or abusive language or gestures)" – see Schedule A). In the event of an appeal the procedures set out in Schedule C - "Standard Directions for Appeals against decisions of Regulatory Commissions" will then apply.
- 4.15 Where a Player is charged with Misconduct contrary to Rule E1 of The Association, for a matter on the Field of Play (which falls within Law 12 but was not seen by Match Officials during the period of the game), which the Chief Regulatory Officer (or his nominee) considers would not have resulted in the dismissal of the Player from the Field of Play, disciplinary proceedings shall not follow the course set out in Regulation 4.14 above. Rather, these will be dealt with in accordance with Regulation 4.16 below.

Incidents of Misconduct on or around the field of play (including the tunnel area), incidents outside the jurisdiction of Match Officials but reported to The Football Association and media comments.

- 4.16 In all cases involving Charges brought under Rule E1 (b) – (f) for a matter which has been brought to the attention of The Association relating to facts or matters on or around the Field of Play (including the tunnel area), incidents outside the jurisdiction of the Match

Officials and media comments (save those matters specifically excluded in the Schedule), the proceedings and the time limits shall be as set out in the "Standard Directions for incidents of Misconduct on or around the field of play (including the tunnel area), incidents outside the jurisdiction of Match Officials but reported to The Football Association and media comments" as determined by Council from time to time (see Schedule B), save that any time limit provided for in that Schedule shall not apply in respect of proceedings involving Participants of Clubs of the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League. In the event of an appeal the procedures set out in Schedule C – "Standard Directions for Appeals against decisions of Regulatory Commissions" will then apply.

Exceptional Circumstances

- 4.17 Where the circumstances of a case are such that the Chief Regulatory Officer (or his nominee) or a Participant considers that it would be impractical or unfair for a Charge to be processed in the time limits set out in these Regulations, the various memoranda of Disciplinary Procedures Concerning Field Offences (Sections A - D) or in any Standard Directions, the Chief Regulatory Officer (or his nominee) or a Participant may apply to the Judicial Panel Chairman (or his nominee) for an order that the relevant time limits be amended, suspended, abridged or dispensed with.
- 4.18 Examples of circumstances in which the processing of a charge would be impractical or unfair within the time limits set out in these Regulations, the relevant Memorandum of Disciplinary Procedures Concerning Field Offences (Sections A - D) or in any Standard Directions are where:
- (a) there is a pending police investigation; or
 - (b) the seriousness or complexity of the matter necessitates a longer period of investigation; or
 - (c) substantial evidence needs to be obtained from non-Participants.

5 DETERMINATION ON WRITTEN SUBMISSIONS

- 5.1 Where the Participant Charged states in the Reply that he wishes the matter to be dealt with on written submissions, the Regulatory Commission may dispense with oral hearing and determine the Charge, and consequent sanction in the event the Charge is found proven, in the absence of the Participant Charged and make whatever penalty or other order it thinks appropriate.
- 5.2 Where the Participant Charged admits Misconduct in the Reply and wishes it to be dealt with under this Regulation 5, he may set out in the Reply submissions in mitigation.

6 DETERMINATION AT A HEARING

- 6.1 Where the Participant Charged states in the Reply that the matter is to be dealt with at a Hearing, the Regulatory Commission will proceed as set out in this Regulation 6, except where cases falling within Regulations 4.14 to 4.16 are concerned. Cases falling within Regulations 4.14 to 4.16 will be determined by the procedure set out in the relevant Standard Directions attached as a Schedule to these Regulations.
- 6.2 References to a party or parties mean The Association and any Participant Charged.
- 6.3 The Participant Charged must, if an individual, attend a Hearing of the Regulatory Commission in person. If the Participant Charged is not an individual, it shall attend through an Officer or Club Official as appropriate, unless otherwise ordered by the Regulatory Commission.
- 6.4 The Association, through the Chief Regulatory Officer, shall nominate an individual or individuals to present the Charge to the Regulatory Commission and call evidence and make submissions in support of the Charge.

- 6.5 The Regulatory Commission may adjourn a hearing for such period and upon such terms (including as to costs of the Regulatory Commission) as it thinks appropriate.
- 6.6 The Regulatory Commission has the power on the application of a party or otherwise to require a Participant to attend before the Regulatory Commission to provide information (in which case questions may be put by the Regulatory Commission and the parties) or to produce documents or records to the Regulatory Commission either before or during a Hearing.
- 6.7 Any Participant Charged appearing before the Regulatory Commission has the right to choose to be represented by any person who may speak on his or its behalf, including a legal representative. In the event that a party is to be represented, the Regulatory Commission must be notified of that fact and the identity of the representative at the time of the Reply.
- 6.8 In any proceedings before a Regulatory Commission, the Regulatory Commission shall not be obliged to follow the strict rules of evidence, may admit such evidence as it thinks fit and accord such evidence such weight as it thinks appropriate in all the circumstances.
- 6.9 Where the subject matter of a complaint or matter before the Regulatory Commission has been the subject of previous civil or criminal proceedings, the result of such proceedings and the findings upon which such result is based shall be presumed to be correct and true unless it is shown, by clear and convincing evidence, that this is not the case. For these purposes, civil proceedings include disciplinary or regulatory proceedings, whether public or private in nature.
- 6.10 Where a Participant Charged gives evidence in their own defence, they must give their evidence first i.e., before any other defence witness gives evidence. All other witnesses of fact for the defence who attend the Hearing cannot enter the Hearing until they are called to give their evidence.
- 6.11 The Regulatory Commission may proceed at a Hearing in the absence of the Participant Charged where it is satisfied that there are no reasonable grounds for the failure to attend and will do so in such manner as it considers appropriate.
- 6.12 In the event of a party failing to comply with an order, requirement, direction or instruction of the Regulatory Commission, it may take any action it considers appropriate in relation to such failure and may make an award of costs against the offending party.

7 DETERMINING THE CHARGE AND PENALTY

- 7.1 The Regulatory Commission will first consider whether or not a Charge is proven. In doing so the Regulatory Commission will have regard to any admission of the Charge or a part of the Charge made by the Participant. Where a Charge is denied, or where it is admitted but there remains a factual dispute between the Participant Charged and The Association, the Regulatory Commission shall consider the witness and other evidence placed before it together with each party's submissions in order to make findings in respect of any factual dispute(s) in order to determine: (i) whether a Charge is proven; (ii) if so proven or admitted, the factual basis on which the Charge is proven.
- 7.2 The Regulatory Commission shall retire to deliberate in private. A decision shall be determined by majority. Each member of the Regulatory Commission shall have one vote, save that the Chairman of the Regulatory Commission shall have a second and casting vote in the event of a deadlock.

Announcement of the decision on the Charge

- 7.3 The Regulatory Commission shall announce its decision as to (i) whether a Charge is proven; and (ii) if so, the factual basis on which the Charge is proven. The Commission may cite such findings as it considers appropriate to enable the parties to understand its decision. The Commission shall announce its decision as soon as reasonably practicable and in such manner as it considers appropriate. Where such decision is reached at a Hearing at which

the Participant Charged is present it should be announced immediately, save where the Regulatory Commission considers it appropriate to act otherwise.

Matters relevant to penalty

- 7.4 Where a Charge is proven (other than in accordance with Regulation 5.1), the parties shall be invited to address the Regulatory Commission as to any matter relevant to its consideration of penalty, which shall include the disciplinary record of the Participant Charged and any mitigation raised.
- 7.5 Where a Charge is proven in accordance with Regulation 5.1, the Regulatory Commission shall then consider the disciplinary record of the Participant together with any mitigation, and any other matters it considers relevant in its consideration of penalty.

Announcement of decision on penalty

- 7.6 The Regulatory Commission shall retire to deliberate in private. It shall announce its decision as to any penalty or other order to be imposed as soon as is reasonably practicable and in such manner as it deems appropriate. Where such decision is reached at a Hearing at which the Participant Charged is present it should be announced immediately, save where the Regulatory Commission considers it appropriate to act otherwise.

8 PENALTIES

- 8.1 The Regulatory Commission shall have the power to impose any one or more of the following penalties on the Participant Charged:
- (a) a reprimand and/or warning as to future conduct;
 - (b) a fine;
 - (c) suspension from all or any specified football activity from a date that the Regulatory Commission shall order, permanently or for a stated period or number of matches;
 - (d) the closure of a ground permanently or for a stated period;
 - (e) the playing of a match or matches without spectators being present, and/or at a specific ground;
 - (f) any order which may be made under the rules and regulations of a Competition in which the Participant Charged participates or is associated, which shall be deemed to include the deduction of points and removal from a Competition at any stage of any Playing Season;
 - (g) expulsion from a Competition;
 - (h) expulsion from membership of The Association or an Affiliated Association;
 - (i) such further or other penalty or order as it considers appropriate.
- 8.2 While the Memoranda dealing with disciplinary procedures concerning field offences and offences on or around the Field of Play set out standard sanctions, these sanctions may be increased by the Regulatory Commission where the facts of an individual case so dictate, where a particular act of Misconduct is sufficiently serious that the guideline sanction would not constitute a sufficient penalty for the Misconduct that has taken place.

Suspended Penalty

- 8.3 (a) Save where any Rule or regulation expressly requires an immediate penalty to be imposed, and subject to sub-paragraphs (b) – (d) below, The Regulatory Commission may order that a penalty imposed is suspended for a specified period or until a specified event and on such terms and conditions as it considers appropriate.

- (b) The Regulatory Commission must consider suspending a portion of the penalty to be imposed in any case where a Participant –
 - (i) has committed a breach of Rule E5, E8 or E14; and,
 - (ii) has provided assistance and / or information to The Association, UEFA, FIFA, any other national football association, a law enforcement agency or professional disciplinary body; and,
 - (iii) the assistance and / or information provided results in the discovery or establishment of a criminal offence or the breach of disciplinary rules by another person relating to betting or integrity (not including anti-doping, in respect of which the Anti-Doping Programme Regulations shall apply) in football or sport generally.
- (c) If in any such case the Regulatory Commission, in its discretion, considers it to be appropriate to suspend a portion of the penalty to be imposed, the extent to which the otherwise applicable penalty may be suspended will be based on the significance of the assistance provided by the Participant to the effort to eliminate corruption from sport.
- (d) If the penalty to be imposed is a suspension, no more than three-quarters of any such suspension may be suspended. If the period of such a suspension is a lifetime, the non-suspended period must be no less than eight years.

Drug Rehabilitation and Counselling

- 8.4 Where a Participant has breached the provisions of any anti-doping regulations ("a Doping Offence") a Regulatory Commission may order a compulsory period of target testing, rehabilitation and counselling, and attach such conditions as it considers appropriate.

Compensation Orders

- 8.5 The Regulatory Commission may, where it considers it appropriate, order the Participant Charged to pay compensation to any Participant ("the Claimant"), instead of or in addition to any penalty or other order.
- 8.6 An order to pay compensation to a Claimant may be for such amount as the Regulatory Commission considers appropriate.
- 8.7 The Regulatory Commission may order compensation only:
- (a) on receipt in advance of its determination of whether or not a Charge has been proved of a written claim by or on behalf of the Claimant setting out the amount claimed and detailed reasons for the claim; and
 - (b) where it is satisfied that the Claimant has suffered loss as a consequence of the Misconduct of the Participant Charged; and
 - (c) where the Participant Charged has had an opportunity of seeing the claim in advance and of making submissions to the Regulatory Commission on it.

Costs Orders

- 8.8 (a) Any costs incurred in bringing or defending a Charge will be borne by the party incurring the costs.
- (b) Any costs incurred in relation to the holding of a Regulatory Commission considered by the Chairman of the Regulatory Commission to be appropriate (including but not limited to the travel and accommodation of members appointed and any individual carrying out the secretariat functions and the provision of meeting rooms, ancillary rooms, facilities, services and security) may be ordered to be paid in full or part by either party.

- (c) A notice of appeal against a decision of a Regulatory Commission of The Association shall be deemed not to have been lodged unless:
 - (i) Either all financial orders, including costs orders, relating to the Participant in question have been paid in full, or
 - (ii) The Chairman of the Regulatory Commission has made an order to set aside the relevant financial orders pending the outcome of the Appeal. In the event of an appeal being lodged, payments of costs made will be held in escrow by The Association.
- (d) Any appeal against only the quantum of costs awarded shall be heard and determined by a single person appointed by the Sports Dispute Resolution Panel (SDRP) (or similar independent body as determined by The Association from time to time). Such appointed person shall sit alone.

Compliance with Penalties/Orders Imposed

- 8.9 Unless the Regulatory Commission determines otherwise, a penalty or order shall come into effect immediately at the date of the announcement of the decision.
- 8.10 A Regulatory Commission may issue such further order, requirement or instructions as it considers appropriate for the purpose of giving effect to its decision. Where a Regulatory Commission is satisfied that a Participant Charged has failed to observe or comply with a penalty or order imposed by the Regulatory Commission, it shall have the power to order that the Participant Charged be suspended immediately from all or any football activity for such period and on such conditions as it considers appropriate.
- The Regulatory Commission shall consider any such matter in accordance with Regulation 4 (Directions).
- 8.11 A Regulatory Commission shall have the power on application by the Participant Charged to suspend the effectiveness of any order pending the outcome of an appeal made pursuant to the Rules of The Association.
- The obligation of the Participant Charged to comply with a penalty or order of the Regulatory Commission may be stayed where:
- (a) the Participant Charged has made a written application to the Regulatory Commission; and
 - (b) the Participant Charged has made an appeal under the Rules against the decision of the Regulatory Commission; and
 - (c) the Regulatory Commission had in its absolute discretion allowed a stay.

Payment of Administration Fees, Fines and Compensation Orders

- 8.12 Payment of any administration fee, fine or compensation shall be made to The Association by such deadline and under such terms as ordered by the Association at the time of the written notification or decision. Compensation shall be forwarded by The Association to the person in whose favour the order was made within seven days of receipt by it.
- 8.13 The failure to make payment within the deadline ordered may result in an automatic increase of 25% of the amount due. Failure to pay within a further 14 days from the deadline ordered may result in the automatic suspension of the Participant until such time as payment has been received. Where the Participant is a person, such suspension will be from all football and football activity. Where the Participant is a Club, such suspension will be from playing in any Match or Competition as defined in Rule A2.

9. WRITTEN STATEMENT OF DECISION

- 9.1 The Regulatory Commission shall as soon as practicable send to the Participant Charged and the Chief Regulatory Officer (or his nominee), a written statement of its decision, which shall state:
- (a) the Charge(s) considered and whether admitted or denied;
 - (b) the decision as to whether Misconduct has been proved or not; and
 - (c) any penalty or other order imposed.
- 9.2 The written statement shall be signed and dated by the Chairman of the Regulatory Commission and be the conclusive record of the Regulatory Commission's decision. A copy of the written decision shall be forwarded to The Association.
- 9.3 The Regulatory Commission shall, upon the written request of the Chief Regulatory Officer (or his nominee) or Participant Charged lodged with the Secretary of the Regulatory Commission within seven days of the date of the written statement of its decision, state in writing:
- (a) the findings of fact made by it; and
 - (b) the reasons for its decision finding the Charge(s) proved; and
 - (c) the reasons for any penalty or order.
- 9.4 Participants and The Football Association shall have the right to appeal a decision of a Regulatory Commission to an Appeal Board. Such appeals shall be conducted in accordance with the Regulations for Football Association Appeals. There shall be no further right of challenge in respect of decisions of the Regulatory Commission, which are otherwise final and binding.

Standard Directions in Schedules A, B and C

These Standard Directions are subject to the terms of the Regulations for Football Association Disciplinary Action and the relevant Memorandum. In the case of any conflict, first the Regulations and then the relevant Memorandum will apply.

These are Standard Directions only which give effect to the general principle that it is ordinarily in the interest of the timely and efficient disposal of disciplinary proceedings that Standard Directions be given (typically for less complex matters). The Standard Directions may be deviated from at the discretion of the Chairman of the Judicial Panel or the Regulatory Commission dealing with any given case if the circumstances of that case so dictate. Where there has been a breach of procedure or failure to follow these Standard Directions by The Association, this shall not invalidate the proceedings or its outcome unless the breach has been such as to seriously and irremediably prejudice the position of the Participant charged.

These Standard Directions do not apply to Misconduct Charges for any of the following –

- The conduct of a Club's spectators and / or supporters and / or followers;
- Betting or any conduct relating to match or "spot" fixing, including but not limited to breaches of Rule E5, E8 and E14;
- Any breach of the Anti-Doping Regulations;
- Any Aggravated Breach of Rule E3(1);

or where it is thought any such charge may arise when an investigation is initiated.

Schedule A

Standard Directions for Incidents on the Field of Play which fall within Law 12, which were not seen by Match Officials, but caught on video (serious foul play, violent conduct, spitting at an opponent or any other person, offensive, insulting or abusive language or gestures)

For Players of Clubs of The FA Premier League, Football League, National League and The FA WSL competing in FTCM.

(a) General Principles

These Standard Directions will apply where The Association charges a Player with Misconduct under the Rules of The Association for incidents on or around the Field of Play, excluding the tunnel area, that are caught on camera but not seen and dealt with by the Match Officials at the time. The Charge may be accompanied by an offer of the standard punishment that would apply to the offence had it been seen and reported by the Match Official(s) during the match.

In exceptional circumstances, where The Association is satisfied that the standard punishment that would otherwise apply is clearly insufficient, no standard punishment offer will be made in the charge letter.

Where the Player charged in accordance with these Standard Directions has been suspended due to a dismissal (save where the Player has successfully claimed that the dismissal was a case of mistaken identity or wrongful dismissal) or otherwise suspended in accordance with these Standard Directions in the same season prior to the issue of the charge, the penalty offered shall be increased to include, in addition to the applicable standard punishment, one game for each occasion that the player has been so suspended. For these purposes a dismissal in, or suspension arising from, a non first team competitive match prior to issue of the Charge will only be taken into account where it is for violent conduct, serious foul play or spitting.

Where one or more of the Match Officials sees only part of an incident, an act of Misconduct that occurs during or immediately after that incident may be regarded as not seen by the Match Officials for the purposes of these Standard Directions where, without limitation –

- (i) An act of violent conduct occurs secondarily to a challenge for the ball, and so is not seen as the Match Officials are concentrating on the challenge for the ball;
- (ii) The Match Officials' view of the incident was such that none of them had an opportunity to make a decision on any act of Misconduct that took place within it.
- A written statement by Match Officials that they did not witness a particular incident shall be conclusive evidence of that fact.

(b) Timings

(i) *The Charge*

A Charge shall ordinarily be issued within the period of two working days of the incident (i.e. for a Saturday/Sunday game, a Charge shall ordinarily be issued prior to 6pm on the Tuesday). The Charge will be accompanied by all evidence, documents and written submissions upon which The Association intends to rely.

Where the Charge is not accompanied by an offer of the standard punishment, the Charge will state that The Association claims that the standard punishment would be clearly insufficient, and will set out the basis for that claim.

(ii) *The Reply*

The Player is required to respond to the Charge in writing by 6pm on the first working day following receipt of the Charge (either by fax 0844 980 0626 or by e-mail Disciplinary@TheFA.com). In the absence of a Reply, the matter will be dealt with directly at the next available Regulatory Commission, and submissions from the Player may not be admitted.

Where the offer of the standard punishment is made in the Charge the Player may accept or deny the Charge.

In accepting the Charge, the Player may also accept the standard punishment offered, or claim that the standard punishment would be clearly excessive having regard to the factors set out at (d)(i) below.

In the event that the offered punishment is accepted, the suspension will commence forthwith upon receipt by The Association of the consent of the chairman of the Judicial Panel (or his nominee).

In denying the Charge, the Player may also claim that the standard punishment would be clearly excessive having regard to the factors set out at (d)(i).

Where no offer of the standard punishment is made in the Charge, the Player may accept or deny the Charge, and in either case may contest any claim by The FA that the standard punishment would be clearly insufficient.

(iii) *Submissions*

Along with the Reply, by 6pm on the first working day following the Charge, the Club or Player must provide The Association and the Regulatory Commission with copies of all evidence, documents and written submissions upon which the Club or the Player intends to rely. If the evidence, documents and written submissions are not submitted within this time limit, they may not be considered by the Regulatory Commission.

As a guide the following schedule will ordinarily apply:

Incident	Charge	Reply	Submissions	Commission
Sat/ Sun	Tuesday	Wednesday	Wednesday	Thursday

(c) Regulatory Commission Procedures

The following procedures shall be followed at the Regulatory Commission unless the Regulatory Commission thinks it appropriate to amend them:

- (i) Reports along with any other evidence, including video evidence, in support of the Charge, shall be put before the Regulatory Commission by the Secretary of the Regulatory Commission;
- (ii) All statements and video or other evidence in defence of the Charge shall be put before the Regulatory Commission by the Secretary of the Regulatory Commission.

Where the subject matter of or facts pertaining to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same match, or where there is common Association or defence evidence), the Regulatory Commission shall hear all Charges at the same hearing. Evidence adduced by or on behalf of a Player shall be capable of constituting evidence against another Player. The Regulatory Commission shall give appropriate weight to such evidence. The Regulatory Commission may hear evidence in any order and shall have complete discretion to take matters out of order for the timely, efficient and appropriate disposal of the proceedings.

(d) Decisions

Where a Charge is denied, the Regulatory Commission will decide whether the Charge is proved or not proved.

In the event that the Charge is not proved, the Charge will be dismissed.

In the event that a Charge is proved or admitted, the Regulatory Commission will decide on the penalty to be served by the Player. The standard punishment may be decreased or increased by the Regulatory Commission only in the exceptional circumstances set out at (i) and (ii) below. In all other cases, the penalty shall be the standard punishment.

(i) *Decreasing the standard punishment*

Where the offer of the standard punishment is made in the charge letter, the Regulatory Commission may only decrease that standard punishment where the Player has claimed in their Reply to the Charge that the standard punishment would be clearly excessive.

In such cases the Regulatory Commission shall decrease the standard punishment only where it is satisfied so that it is sure that the circumstances of the incident under review are truly exceptional, such that the standard punishment should not be applied, and the standard punishment would be clearly excessive, having regard to the following –

- a. The applicable Law(s) of the Game and any relevant FIFA instructions and / or guidelines;
- b. The nature of the incident including the Player's state of mind, in particular any intent, recklessness or negligence;
- c. Where applicable, the level of force used;
- d. Any injury to an opponent caused by the incident;
- e. Any other impact on the game in which the incident occurred;
- f. The prevalence of the type of incident in question in football generally;
- g. The wider interests of football in applying consistent punishments for dismissal offences.

If the Regulatory Commission is so satisfied, the Player shall not be subject to the standard punishment applicable to the incident. The Commission shall determine what level of punishment shall apply instead, having regard to the factors at a-g above.

If the Regulatory Commission is not so satisfied, the player shall be subject to the standard punishment applicable to the incident.

(ii) *Increasing the standard punishment*

Where no offer of the standard punishment is made in the charge letter, the Regulatory Commission may only increase the applicable standard punishment where The FA has claimed in the Charge that the standard punishment would be clearly insufficient.

In such cases, the Regulatory Commission shall increase the standard punishment only where it is satisfied so that it is sure that the circumstances of the incident under review are truly exceptional, such that the standard punishment should not be applied, and the standard punishment would be clearly insufficient, having regard to the following –

- a. The applicable Law(s) of the Game and any relevant FIFA instructions and / or guidelines;

- b. The nature of the incident and the Player's state of mind, in particular any intent, recklessness or negligence;
- c. Where applicable, the level of force used;
- d. Any injury to an opponent caused by the incident;
- e. Any other impact on the game in which the incident occurred;
- f. The prevalence of the type of incident in question in football generally;
- g. The wider interests of football in applying consistent punishments for dismissal offences.

If the Regulatory Commission is so satisfied, the Player shall not be subject to the standard punishment applicable to the incident. The Commission shall determine what level of punishment shall apply instead, having regard to the factors at a-g above.

If the Regulatory Commission is not so satisfied, the player shall be subject to the standard punishment applicable to the incident.

In all cases, the Regulatory Commission may increase any punishment that it imposes if it believes a denial of the Charge or any claim by the Player that the standard punishment would be clearly excessive in their case, to have been an abuse of process or without any significant foundation.

The decision of the Regulatory Commission will be communicated verbally to the Player/ Club on the same day as the decision is reached, and in writing by the end of the following working day.

(e) **Right of Appeal**

The Player will have a right of appeal only (i) in the event that the penalty imposed (in addition to the automatic suspension) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches, not accounting for any additional matches included in the penalty as a result of a Player having served a suspension earlier in the same season. For example, where a Player is suspended for 8 matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension). No other appeal (for instance, against the decision that the Charge was pursued) is allowed.

Information regarding the appeals process is set out in the Standard Directions for Appeals against decisions of Regulatory Commissions (see Schedule C).

(f) **Written Reasons**

A request for written reasons in respect of the decision of the Regulatory Commission may be lodged with the Regulatory Commission, in which case the request must be made at the time of verbal notification of the decision (i.e. on the same day as the Regulatory Commission). If requested, written reasons will be supplied to parties by 6pm on the first working day following the Regulatory Commission.

(g) **Representation**

A Player does not have the right to be present or represented at a hearing of a Regulatory Commission in respect of incidents covered by this Standard Direction. The matter will be dealt with on video and written evidence only.

Schedule B

Standard Directions for incidents of Misconduct on or around the field of play (including the tunnel area), incidents outside the jurisdiction of Match Officials but reported to The Football Association and media comments. These Standard Directions do not apply to any incident of Misconduct subject to the Standard Directions at Schedule A.

For Participants of the FA Premier League, Football League, National League and The FA WSL.

AND for Participants of the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League (together "Steps 2-4"), save that any time limits provided for in this Schedule shall not apply at Steps 2-4.

(a) General Principles

These Standard Directions will apply where The Association charges a Participant with Misconduct under the Rules of The Association for an incident before, during, or after a game, on or around the Field of Play (including the tunnel area), for an incident outside the jurisdiction of Match Officials but reported to The Football Association or for media comments.

In addition, the Judicial Panel Chairman may order, of his own volition or following the application of any party, that any disciplinary action brought against any Participant in respect of any incident of alleged Misconduct be subject to these Standard Directions. Such an order may be made, but is not limited to such cases, where the incident concerned arises from the same facts as, or is otherwise sufficiently linked to, an incident which is subject to these Standard Directions.

(b) Charging Timing and Procedures

(i) *The Charge*

A Charge shall ordinarily be issued within the period of three working days of the incident, or within three working days of any media comments being brought to the attention of The Association, or where observations on media comments are requested from a Participant, three working days from the deadline for the provision of those observations to The Association, ending at 6pm on the third working day. (i.e. for a Saturday/Sunday game, a Charge shall ordinarily be issued prior to 6pm on the Wednesday).

(ii) *Standard Penalties in Standard Cases*

Explanatory note: These Standard Directions give effect to the principle that credit, in the form of a reduction in the applicable penalty, should be given to a Participant who admits a Charge. To achieve this, where a Standard Penalty is offered with a Charge in a Standard Case it will incorporate a reduction, usually of approximately one third. Should the Charge be denied and subsequently found proved, a higher Standard Penalty will apply which will not incorporate that reduction.

For the purposes of cases subject to these Standard Directions only, when issuing a Charge in a particular case, The Association may designate that case as a Standard Case. Whether or not a particular case is designated as a Standard Case shall be at the discretion of The Association.

In exercising that discretion, The Association shall not designate any case as a Standard Case where any one or more of the following exceptional circumstances applies -

- Where the particular facts of the alleged offence are of a serious and / or unusual nature, as determined by The Association;
- Where the Participant Charged has been Charged with Misconduct for a similar matter, as determined by The Association, that took place in the preceding 12 months, and that Charge was found proved;

- Where the Charge is for media comments made by the Participant;
- Where the Charge is for incidents outside the jurisdiction of Match Officials but reported to The Football Association.

The Association may determine from time to time a Tariff of Standard Penalties to apply to Standard Cases. Where any case has been designated as a Standard Case, Standard Penalties determined in accordance with the Tariff shall be used in that case as follows -

- Standard Penalty 1 - The Standard Penalty which shall be offered in the Charge letter in a Standard Case and come into effect when such a Charge is admitted and the Standard Penalty is accepted, and
- Standard Penalty 2 - The second, higher Standard Penalty which shall come into effect when in a Standard Case the Charge is denied and subsequently found proved by a Regulatory Commission. In such cases Standard Penalty 1 shall not apply.

In all cases, Standard Penalty 1 shall be lower than Standard Penalty 2, usually by approximately one third.

Where a case is not designated as a Standard Case, a Standard Penalty will not be offered in the Charge letter, and where such a Charge is admitted or found proved, the Regulatory Commission shall have a discretion to impose any such penalty as it considers appropriate.

(iii) *The Reply, Submissions and Evidence – all cases*

The Participant Charged is required to respond to any Charge in writing, and to provide The Association and the Regulatory Commission with copies of all submissions, evidence and any other relevant material upon which it is intended to rely, along with the appropriate hearing fee of £100 where relevant, by 6pm on the third working day following receipt of the Charge.

Submissions, evidence and any other relevant material may be sent either by fax to 0844 980 0626 or e-mail Disciplinary@TheFA.com. If the submissions, evidence and any other relevant material are not submitted within this time limit, they may not be considered by the Regulatory Commission.

- A. *Where a case is designated as a Standard Case, by way of Reply to that Charge, the Participant may –*
- Admit the Charge and accept Standard Penalty 1. In such cases, Standard Penalty 1 shall come into effect immediately upon receipt of the consent of the Chairman of the Judicial Panel (or his nominee).
 - Admit the Charge and submit general mitigation in writing and / or an application for Standard Penalty 1 to be reassessed due to the level of the Participant's income, for a Regulatory Commission to consider at a hearing not attended by either the Participant or The Association (a "paper hearing"). This hearing will take place within three working days of receipt of the Reply by The Association.
 - Deny the Charge and contest it at a personal hearing before a Regulatory Commission which both the Participant and The Association shall be entitled to attend (a "personal hearing"). This hearing will take place within ten working days of receipt of the Reply by The Association, or any response to that Reply by The Association being received by The Participant.
 - Deny the Charge and submit written material for a Regulatory Commission to consider at a paper hearing. This hearing will take place within three working days of receipt of the Reply by The Association, or any response to that reply by The Association being received by the Participant.

Where a Charge is denied and subsequently found proved by a Regulatory Commission, the Regulatory Commission may consider any general mitigation and / or an application for Standard Penalty 2 to be reassessed due to the level of the Participant's income, as submitted by the Participant with the Reply to the Charge, before it determines the level of penalty.

In any case where general mitigation and / or an application for a Standard Penalty to be reassessed due to the level of the Participant's income is submitted to the Regulatory Commission, the Commission shall proceed as at paragraph (e) below.

- B. *Where a case is not designated as a Standard Case, by way of Reply to that Charge, the Participant may –*
- i. Admit the Charge and submit written mitigation for a Regulatory Commission to consider at a paper hearing. This hearing will take place within three working days (subject to Schedule B, paragraph (b)(v) below) of receipt of the Reply by The Association.
 - ii. Admit the Charge but request a personal hearing before a Regulatory Commission in order to present mitigation. This hearing will take place within three working days (subject to Schedule B, paragraph (b)(v) below) of receipt of the Reply by The Association.
 - iii. Deny the Charge and contest it at a personal hearing before a Regulatory Commission. Such a hearing will take place within ten working days (subject to Schedule B, paragraph (b)(v) below) of receipt of the Reply by The Association, or any response to that Reply by The Association being received by the Participant.
 - iv. Deny the Charge and submit written evidence and representations for a Regulatory Commission to consider at a paper hearing. This hearing will take place within three working days (subject to Schedule B, paragraph (b)(v) below) of the Reply being received by The Association, or any response to that Reply by The Association being received by the Participant.

In the absence of a Reply, or if the Participant fails to pay the appropriate fee, within the applicable time limit, the matter will be dealt with directly at the next available Regulatory Commission, and submissions from the Participant may not be admitted.

(iv) *Responses*

Where a Participant denies the Charge, The Association will have three working days to provide its responses, if any, to the Reply, submissions, evidence and any other relevant material provided by the Participant. The Association's responses must be provided to the Participant and the Regulatory Commission. Submissions, evidence and any other relevant material not submitted within this time limit may not be considered by the Regulatory Commission.

Where a Participant admits a charge but submits mitigation or any other material for a Regulatory Commission to consider which the Association considers constitutes a denial of part or all of the Charge, the Association reserves the right to respond to the Reply. Any such response must be provided to the Participant and the Regulatory Commission within three working days of the Reply.

(v) *Personal Hearings*

Where a Participant denies the Charge and requests a personal hearing, The Regulatory Commission will conduct personal hearings at the earliest available opportunity and in any event:

- a) If no response is to be provided by The Association to the Reply, no later than ten working days from the date of confirmation by The Association to the Participant that it does not intend to provide a response;
or
- b) In the event that The Association provides a response to the Reply, no later than ten working days from the date of receipt by the Participant of that response;
or
- (c) In the instance of a case concerning incidents outside the jurisdiction of Match Officials but reported to The Association, wherever possible the hearing will take place prior to the next match in which the Player would be eligible to play.

(c) Regulatory Commission Procedures

The following procedures shall be followed at a personal hearing before the Regulatory Commission unless the Regulatory Commission considers it appropriate to amend them:

- (i) The part of the Charge(s) stating the nature of the alleged Misconduct, and identifying the provisions breached or not complied with, will be read out to the Participant Charged (or their representative where the Participant is a Club or other entity) by the Chairman of the Regulatory Commission and the Participant asked whether each Charge is admitted or denied, to which the Participant shall respond;
- (ii) The Association may then address the Regulatory Commission, summarise the case against the Participant, and then call its evidence;
- (iii) After the conclusion of the evidence of The Association, the Participant may summarise its case and call evidence of any matter of which notice has been given in the Reply;
- (iv) Each party in turn may question witnesses as they give evidence and the Regulatory Commission may question parties and witnesses at any time;
- (v) After the conclusion of the evidence of the Participant, The Association and the Participant in turn may make closing submissions;
- (vi) Where the Participant admits the Charge(s), the Regulatory Commission may dispense with hearing the evidence and consider submissions from The Association and the Participant in turn. Where the Participant denies a Charge or part thereof, or where it is admitted but there remains a factual dispute between the Participant Charged and The Association, the Regulatory Commission shall consider the witness and other evidence placed before it together with each party's submissions in order to make findings in respect of any factual dispute(s) in order to determine: (i) whether a Charge is proven; (ii) if so proven or admitted, the factual basis on which the Charge is proven.

Where the subject matter of or facts pertaining to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same match or where there is common Association or defence evidence), the Regulatory Commission shall hear all Charges at the same hearing. Evidence adduced by or on behalf of a Participant shall be capable of constituting evidence against another Participant. The Regulatory Commission shall give appropriate weight to such evidence. Participants or their representatives shall be entitled to cross-examine other Participants and their witnesses. The Regulatory Commission may hear evidence in any order and shall have complete discretion to take matters out of order for the timely, efficient and appropriate disposal of the proceedings.

(d) Decisions

The Regulatory Commission will decide whether each denied Charge is proved or not proved in respect of each Participant Charged. In the event that a Charge is proved, subject

to the application of any Standard Penalty, the Regulatory Commission will have the power to impose any one or more of the following penalties on the Participant:

- (i) A reprimand or warning as to future conduct;
- (ii) A fine;
- (iii) A suspension from all or any specified football activity permanently or for a stated period;
- (iv) Such further or other penalty as it considers appropriate.

In the event that a Charge is not proved, no penalty shall be imposed by the Regulatory Commission.

The decision of the Regulatory Commission will be communicated verbally to the Participant on the same day as the decision is reached, and in writing by the end of the following working day.

(e) The level of penalty to be imposed by the Regulatory Commission

Explanatory note: These Standard Directions aim to ensure that in a Standard Case, either Standard Penalty 1 or Standard Penalty 2 shall not be reduced unless truly exceptional mitigation exists, or a Participant can demonstrate that the Standard Penalty would be disproportionately harsh due to their level of income.

- A In a Standard Case, where a Participant either
- Admits the Charge and does not accept the Standard Penalty offered, or
 - Denies the Charge and it is subsequently found proved by a Regulatory Commission, the Participant may submit general mitigation and / or an application for the applicable Standard Penalty to be reassessed due to the level of the Participant's income, before the Regulatory Commission imposes any penalty on the Participant.

In such circumstances, the Regulatory Commission shall proceed as follows –

- i. Where the Participant submits general mitigation

Following the consideration of general mitigation, the Regulatory Commission will have a discretion to impose any penalty that it considers appropriate, including increasing the penalty above the applicable Standard Penalty. A Regulatory Commission shall decrease the Standard Penalty that would otherwise apply only where it is satisfied that any mitigation put forward is truly exceptional.

Where a Regulatory Commission does accept that any general mitigation put forward is truly exceptional and so merits a reduction in the applicable Standard Penalty, it may impose any penalty that it considers to be appropriate in accordance with its general powers. This includes a suspended penalty.
 - ii. Where the Participant submits an application for reassessment of the Standard Penalty

Where a Participant can demonstrate that any financial element of a Standard Penalty would be disproportionately harsh due to the level of their income, the Participant may make an application to have the financial element of the penalty reassessed by reference to that income.

Where such an application is made, and the Regulatory Commission does accept that the Standard Penalty would be disproportionately harsh, the Standard Penalty will not apply and the Regulatory Commission may impose any penalty that it considers to be appropriate in accordance with its general powers.
- B Where a case is not designated as a Standard Case and the Charge is admitted or found proved, the Regulatory Commission shall have a discretion to impose any such penalty as it considers appropriate.

(f) **Right of Appeal**

The Participant and the Association will have a right of appeal in respect of the decision of the Regulatory Commission (against the decision and / or penalty ordered). Information regarding the appeals process is set out in the Standard Directions for Appeals against decisions of Regulatory Commissions (see Schedule C).

(g) **Written Reasons**

A request for written reasons in respect of the decision of the Regulatory Commission may be lodged with the Regulatory Commission, in which case the request must be made at the time of verbal notification of the decision. If requested, written reasons will be supplied to parties by 6pm on the third working day following the hearing.

(h) **Representation**

In the event that a Participant wishes to be represented at any hearing of a Regulatory Commission at which a Participant is entitled to be present, this fact, together with the identity of any representative, shall be submitted at the same time as the Reply, as set out in (b) above.

Failure to submit this information within the specified time limit will result in the right to representation being forfeited. The date of any personal hearing that takes place pursuant to these Standard Directions shall be in accordance with the timings set out in these Standard Directions, regardless of the availability or otherwise of the Participant's chosen representative.

(i) **Costs**

Any costs incurred in bringing, or responding to a Charge shall be borne by the party incurring the costs. Any costs incurred in relation to the convening of the Regulatory Commission may be ordered by the Regulatory Commission to be paid by either party.

Schedule C

Standard Directions for Appeals against decisions of Regulatory Commissions in relation to:

- (A) Incidents on the Field of Play which fall within Law 12, which were not seen by Match Officials, but caught on video (serious foul play, violent conduct, spitting at an opponent or any other person, offensive, insulting or abusive language or gestures), dealt with under the Standard Directions at Schedule A;
- or
- (B) Incidents of Misconduct on or around the field of play (including the tunnel area), incidents outside the jurisdiction of Match Officials but reported to The Football Association and media comments, dealt with under the Standard Directions at Schedule B;
- or
- (C) Penalties imposed in respect of 'Dismissals – Claims that the Standard Punishment is Clearly Insufficient' pursuant to:
- paragraph 7 of the Disciplinary Procedures Concerning Field Offences for Players of Clubs of the FA Premier League, Football League, National League and The FA WSL in FTCM (Section A);
 - paragraph 7 of the Disciplinary Procedures Concerning Field Offences for Players of Clubs of the FA Premier League, Football League, National League and The FA WSL in NFTM (Section B); or
 - paragraph 10 of the Disciplinary Procedures Concerning Field Offences for Players associated with teams competing in the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League (together "Steps 2-4") (Section D).

(a) Criteria

An appeal may be lodged against the decision of a Regulatory Commission subject to the following criteria:

(i) For Incidents dealt with under the Standard Directions at Schedule A – an appeal may be lodged only by a Participant and only; (i) in the event that the penalty imposed (in addition to the automatic suspension) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches, not accounting for any additional matches included in the penalty as a result of a Player having served a suspension earlier in the same season. For example, where a Player is suspended for 8 matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension).

No other appeal (for instance, against the decision that the Charge was pursued) is allowed.

(ii) For incidents dealt with under the Standard Directions at Schedule B – an appeal may be lodged by either a Participant or The Association on any of the grounds set out at Schedule C, paragraph (d)(vi) below. However, an appeal may not be lodged in order only to challenge the Tariff of Standard Penalties determined by The Association as applicable to Standard Cases.

N.B. In respect of appeals by The Association or by Participants in respect of incidents concerning Participants of Clubs at Steps 2-4, any time limits provided for in this Schedule shall not apply.

(iii) For appeals against penalties imposed in respect of 'Dismissals – Claims that the Standard Punishment is Clearly Insufficient' – an appeal may be lodged only by a Participant and only (i) in the event that the penalty imposed (in addition to the automatic suspension) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches (for example, where a Player is suspended for 8 matches, he may appeal only in respect of the two matches in excess of the three automatic and three additional match suspension).

(b) Written Reasons

A request for written reasons in respect of the decision of the Regulatory Commission may be lodged with the Regulatory Commission, in which case the request must be made at the time of verbal notification of the decision. In these circumstances written reasons will be supplied to parties by 6pm on the third working day following the Regulatory Commission.

(c) Timings**(i) Notification**

If the Participant or The Association intends to lodge an appeal, The Association must be notified in writing (either by fax 0844 980 0625 or by e-mail Disciplinary@TheFA.com)

- (a) by 12 noon on the first working day following the Regulatory Commission;
or
(b) in cases where written reasons are requested, by 12 noon on the first working day following receipt of the written reasons, i.e. the fourth working day after the Regulatory Commission.

(ii) Submissions

By 6pm on the first working day following notification of intention to appeal, the Appellant (whether the Club, Player or The Association as appropriate) must

provide The Association and the Chairman of the Judicial Panel (or his nominee) with copies of all submissions, evidence and any other relevant material upon which it intends to rely, along with the appropriate appeal fee of £100. If the submissions, evidence and any other relevant material are not submitted within this time limit, they may not be considered by the Appeal Board.

An appeal shall be by way of a review of documents and oral submissions only and shall not involve a rehearing of the evidence considered by the Regulatory Commission. However, new evidence may be admitted with the permission of the Chairman of the Appeal Board. The Football Regulatory Authority will ensure that all documents relating to the original Regulatory Commission hearing are provided to the Appeal Board.

(iii) *Responses*

The Respondent (whether the Club, Player or The Association as appropriate) will have two working days to provide its responses to the appeal submissions, evidence and any other relevant material provided by the Appellant. The responses must be provided to the Appellant and the Appeal Board. Submissions, evidence and any other relevant material not submitted within this time limit may not be considered by the Appeal Board.

(iv) *Hearing*

The Appeal Board will hear the appeal at the earliest available opportunity, but, in any case, no earlier than on the second day after submission of responses.

(d) **Appeal Board Procedures**

The following procedures shall be followed at the Appeal Board unless the Appeal Board considers it appropriate to amend them:

- (i) A summary of the matter appealed will be put forward by the Appellant. The Respondent will then put forward a summary of the points to be raised on its behalf;
- (ii) All evidence, of which notice will have been given, to be presented on behalf of the Appellant;
- (iii) All evidence, of which notice will have been given, to be presented on behalf of the Respondent;
- (iv) Each party shall have the opportunity to put questions in respect of the evidence presented by the other party, and the Appeal Board may question parties at any time;
- (v) After the conclusion of the evidence, the Appellant and the Respondent in turn may make closing submissions;
- (vi) The Appeal Board will decide whether the appeal is allowed or dismissed.

Save where otherwise stated, the grounds of appeal available to The Association, shall be that the Regulatory Commission:

- (1) misinterpreted or failed to comply with the rules or regulations relevant to its decision; and/or
- (2) came to a decision to which no reasonable such body could have come and/or
- (3) imposed a penalty, award, order or sanction that was so unduly lenient as to be unreasonable

Save where otherwise stated, the grounds of appeal available to Participants shall be that the Regulatory Commission:

- (1) failed to give the Participant a fair hearing and/or
- (2) misinterpreted or failed to comply with the rules or regulations relevant to its decision; and/or

- (3) came to a decision to which no reasonable such body could have come and/or
- (4) imposed a penalty, award, order or sanction that was excessive

(e) **Decisions**

A decision of the Appeal Board shall be final and binding and there shall be no right of further challenge.

The Appeal Board shall have power to:

- (i) Allow or dismiss the appeal;
- (ii) Increase or decrease the penalty, award or sanction originally imposed;
- (iii) Make such further or other order as it considers appropriate.

(f) **Representation**

A Participant has the right to be present at a hearing of an Appeal Board. A Participant may also be represented at a hearing of an Appeal Board. In the event that a Participant wishes to be represented, this fact, together with the identity of any representative, shall be submitted at the same time as the notification, as set out in (c) above. Failure to submit this information within the specified time limit will result in the right to representation being forfeited.

An Appeal Board may also conduct a hearing on the basis of written submissions only, should the Appellant not wish to be present or represented.

(g) **Costs**

Any costs incurred in bringing, or responding, to an appeal shall be borne by the party incurring the costs. Any costs incurred in relation to the convening of the Appeal Board may be ordered by the Appeal Board to be paid by either party.

REGULATIONS FOR FOOTBALL ASSOCIATION APPEALS

COMMENCEMENT OF APPEAL

- 1.1 An appeal shall be commenced by lodging a notice of appeal ("the Notice of Appeal") with The Association.
- 1.2 The Notice of Appeal shall be lodged within 14 days of the date of notification of the decision appealed against.
- 1.3 In the case of an appeal from a decision of a Regulatory Commission:
 - (1) Notification of the intention to appeal shall be made in writing to The Association within 7 days of notification of the decision to be appealed against;
 - (2) the date of notification of the decision shall be the date of the written decision or, if applicable, the date of the written reasons for the decision. In relation to any other decision, the relevant date shall be the date on which it was first announced.
- 1.4 The Notice of Appeal must:
 - (1) identify the specific decision(s) being appealed;
 - (2) set out the ground(s) of appeal and the reasons why it would be substantially unfair not to alter the original decision;
 - (3) set out a statement of the facts upon which the appeal is based;
 - (4) save for where the Appellant is The Football Association, in which case no deposit will be payable, be accompanied by any deposit prescribed by the relevant Rules of The Association or Regulations. Where an appeal is lodged by fax or email or other electronic means, the deposit must be received not later than the third day following the day of despatch of the fax, email or electronic notification (including both the day of despatch and receipt);
 - (5) where appropriate, apply for leave to present new evidence under 2.6 below.
- 1.5 The grounds of appeal available to The Association, shall be that the body whose decision is appealed against:
 - (1) misinterpreted or failed to comply with the Rules or Regulations relevant to its decision; and/or
 - (2) came to a decision to which no reasonable such body could have come and/or
 - (3) imposed a penalty, award, order or sanction that was so unduly lenient as to be unreasonable
- 1.6 The grounds of appeal available to Participants shall be that the body whose decision is appealed against :
 - (1) failed to give the appellant a fair hearing and/or
 - (2) misinterpreted or failed to comply with the rules or regulations relevant to its decision; and/or
 - (3) came to a decision to which no reasonable such body could have come and/or
 - (4) imposed a penalty, award, order or sanction that was excessive

Where an appeal is brought against a decision of a Regulatory Commission by FIFA, UKAD or WADA pursuant to the Doping Regulations, any and all of the appeal grounds set out at Regulations 1.5 and 1.6 above may be relied upon.
- 1.7
 - (1) Only where a decision made by a league is being appealed, within 7 days of the lodging of the Notice of Appeal, the league (the Respondent) may submit in writing an application for the Appeal Board to require a bond to be lodged by the Appellant before the appeal may progress.

- (2) Whilst such a bond application is being processed in accordance with this regulation, no Response to the Notice of Appeal will be due from the Respondent in accordance with regulation 2.4.
- (3) Any bond application must be copied to the Appellant, and –
 - i. State the grounds for the application; and
 - ii. State the amount applied for.
- (4) The Appellant may provide a response to the bond application within 7 days of its submission.
- (5) Whether or not the Appellant has provided any response to it, the Appeal Board shall consider the bond application as soon as practicable after the seventh day following its submission. The Appeal Board may, in its discretion, consider the bond application on papers alone, or require the parties to attend a personal hearing. Any such personal hearing shall be conducted according to such timings and procedure as the Appeal Board may determine at its discretion.
- (6) Notwithstanding the terms of 3.5 below, only following a bond application by the Respondent submitted pursuant to this regulation, the Appeal Board may order the Appellant to lodge a bond with The Association on such date and in such amount as it considers appropriate, where it is satisfied that –
 - i. The Respondent will incur legal costs [in excess of XX] in responding to the Notice of Appeal; and
 - ii. There is a real risk that the Appellant will not pursue the Appeal to a final determination by the Appeal Board.

The Appeal Board's decision in this respect shall be final and binding with no further right of appeal.

- (7) Where an Appeal Board orders a bond to be lodged with The Association, the Appeal may not proceed until the bond is duly lodged. In any such appeal, notwithstanding the terms of 2.4 below, the Respondent shall serve its response to the Notice of Appeal within 14 days from the date that the bond is lodged with The Association.
 - (8) Where an Appeal Board decides not to order a bond to be lodged with The Association, notwithstanding the terms of 2.4 below, the Respondent shall serve its response to the Notice of Appeal within 14 days from the date of the Appeal Board's decision.
 - (9) Any bond lodged with The Association pursuant to (6) above will be held by The Association until the final determination of the appeal by an Appeal Board. Following such final determination, the bond shall in all cases be returned to the Appellant in full.
 - (10) Notwithstanding the terms of 3.5 below, in any case where a bond has been lodged with The Association, and the appeal is not pursued by the Appellant to a final determination by the Appeal Board, the Appeal Board shall have a discretion to order the forfeiture of any part or all of the bond, such amount to be paid in full to the Respondent to cover any costs it has so far incurred in responding to the appeal.
- 1.8 Once an appeal has been commenced, it shall not be withdrawn except by leave of the Appeal Board, with such order for costs, or such order in respect of any bond lodged pursuant to 1.7 above, as the Appeal Board may consider appropriate.

APPEAL PROCEEDINGS

- 2.1 An Appeal Board shall proceed as set out below.
- 2.2 Reference to a party or parties means:
- (1) the appellant (the "Appellant"); and
 - (2) the respondent (the "Respondent"), which shall be either the Participant and/or The Association in the case of an appeal against a decision of the Regulatory Commission, or the Affiliated Association or Competition whose decision is appealed against (the "Respondent").
- 2.3 The Association, whether acting as Appellant or Respondent, shall nominate an individual or individuals to represent it before the Appeal Board.
- 2.4 The Respondent shall serve a written reply to the Notice of Appeal (the "Response") on an Appellant and the Appeal Board within 21 days of the lodging of the Notice of Appeal. Where appropriate, the Response must include any application for leave to present new evidence under 2.6 below.
- 2.5 The parties shall be entitled to make oral submissions to the Appeal Board but an appeal shall be by way of a review on documents only, without oral evidence, except where the Appeal Board gives leave to present new evidence under 2.6 below.
- Appeal Board proceedings shall be conducted how, when and where the Appeal Board considers appropriate.
- Reasonable notice shall be given by the Appeal Board of the date, time and venue of the appeal. An Appeal Board shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.
- An Appeal Board shall proceed as follows:
- 2.6 The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response, setting out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. Save in exceptional circumstances, the Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board's decision shall be final.
- 2.7 The chairman of an Appeal Board may upon the application of a party or otherwise, give any instructions considered necessary for the proper conduct of the proceedings, including but not limited to:
- (1) extending or abridging any time limit;
 - (2) amending or dispensing with any procedural steps set out in these Regulations;
 - (3) instructing that a transcript be made of the proceedings;
 - (4) ordering parties to attend a preliminary hearing;
 - (5) ordering a party to provide written submissions. The decision of the chairman of the Appeal Board shall be final.
- 2.8 The Appeal Board may adjourn a hearing for such period and upon such terms (including an order as to costs) as it considers appropriate.
- 2.9 The Appellant shall prepare a set of documents which shall be provided to the Appeal Board and Respondent at least seven days before the hearing and which shall comprise the following (or their equivalent):
- (1) the Charge;
 - (2) the Reply;

- (3) any documents or other evidence referred to at the original hearing relevant to the appeal;
- (4) any transcript of the original hearing;
- (5) the notification of decision appealed against and where they have been given the reasons for the decision;
- (6) any new evidence;
- (7) the Notice of Appeal;
- (8) the Response.

Where the Regulatory Commission or other body appealed against has not stated the reasons for its decision, either;

- (i) the Appellant shall request written reasons from that body which shall be provided to the Appeal Board; or
- (ii) the Appeal Board shall require that a member of the body that made the decision shall attend (in which case, questions may be put by the Appeal Board at a hearing to satisfy itself as to the reasons for the decision. Cross-examination by the Appellant or Respondent shall not be permitted. Representations may be made by the parties to the Appeal Board who may then put questions to the member of the body that made the decision).

- 2.10 Appeal hearings shall be conducted how, when and where the Appeal Board considers appropriate. Reasonable notice shall be given by the Appeal Board of the date, time and venue of the appeal.

Where an application to present new evidence has been made, the party making the application shall address the Appeal Board in support of the application and the other party may respond; the Appeal Board shall then determine whether or not it will receive the new evidence. The following procedures shall be followed at an appeal hearing unless the Appeal Board thinks it appropriate to amend them:

- (1) The Appellant to address the Appeal Board, summarising its case;
- (2) Any new evidence to be presented by the Appellant;
- (3) The Respondent to address the Appeal Board, summarising its case;
- (4) Any new evidence to be presented by the Respondent;
- (5) Each party to be able to put questions to any witness giving new evidence;
- (6) The Appeal Board may put questions to the parties and any witness giving new evidence at any stage;
- (7) The Respondent to make closing submissions;
- (8) The Appellant to make closing submissions.

- 2.11 The Appeal Board shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.

- 2.12 The Appeal Board may, in the event of a party failing to comply with an order, requirement or instruction of the Appeal Board, take any action it considers appropriate, including an award of costs against the offending party.

APPEAL BOARD DECISIONS

- 3.1 A decision, order, requirement or instruction of the Appeal Board shall (save where to be made under the Rules of The Association by the chairman of the Appeal Board alone) be determined by a majority. Each member of the Appeal Board shall have one vote, save that the chairman shall have a second and casting vote in the event of deadlock.

- 3.2 The Appeal Board shall announce its decision to the parties as soon as practicable in such a manner as it considers appropriate; and unless it directs otherwise, its decision shall come into effect immediately.
- 3.3 The Appeal Board shall have power to:
- (1) allow or dismiss the appeal;
 - (2) exercise any power which the body against whose decision the appeal was made could have exercised, whether the effect is to increase or decrease any penalty, award, order or sanction originally imposed;
 - (3) remit the matter for re-hearing;
 - (4) order that any deposit be forfeited or returned as it considers appropriate;
 - (5) make such further or other order as it considers appropriate, generally or for the purpose of giving effect to its decision.
 - (6) order that any costs, or part thereof, incurred by the Appeal Board be paid by either party or be shared by both parties in a manner determined by the Appeal Board.
- 3.4 Decisions of the Appeal Board shall be final and binding and there shall be no right of further challenge, except in relation to appeals to CAS brought by FIFA or WADA pursuant to the Anti-Doping Regulations, or in respect of the amount of costs any party is ordered to pay by the Appeal Board, as set out below.

OTHER COSTS

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

WRITTEN DECISION

- 3.7 As soon as practicable after the hearing, the Appeal Board shall publish a written statement of its decision, which shall state:
- (1) the names of the parties, the decision(s) appealed against and the grounds of appeal;
 - (2) whether or not the appeal is allowed; and
 - (3) the order(s) of the Appeal Board.
- The written statement shall be signed and dated by the chairman of the Appeal Board and be the conclusive record of the decision.
- 3.8 The Appeal Board shall, upon the request of the Appellant or the Respondent (such request to be received at The Association within three days of the date of the announcement of the decision), give written reasons for the decision.

FIELD OFFENCES & FAST TRACK

SECTION A

DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES in First Team Competitive Matches (FTCM)

For Players and Officials of Clubs of the FA Premier League, Football League, the National League and The FA WSL.

Note: FTCM are matches in the following competitions: FA Challenge Cup, FA Challenge Trophy, FA Premier League, Football League, Football League Cup, Football League Trophy, the National League and The FA WSL.

1. MATCH OFFICIALS' REPORTING OF OFFENCES

(a) *Caution Offences*

Referees must submit a report to The Association by 12 noon on the day following a match stating the offences and giving a description of the incidents.

(b) *Sending Off Offences*

Referees and Assistant Referees must submit a report to The Association by 12 noon on the day following a match stating the offence(s) and giving a description of the incident(s).

(c) If a referee omits to show the appropriate card when taking action against a player, this does not nullify the caution or sending off offence. However, the attention of the Referee should be drawn to the correct procedure.

2. CAUTION OFFENCES - Administration

A Player who has been cautioned in a FTCM, will be notified through his Club by The Association of:

(a) the offence reported by the Referee;

(b) the total number of cautions recorded against the Player under these procedures during the current Season; and

(c) any punishment resulting from the accumulation of these cautions. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

An administration fee of £10.00 will be charged to the Player through the Club for the cost of processing each report.

3. SENDING OFF OFFENCES - Administration

A Player who has been sent off in a FTCM under the provisions of Law 12 will be notified through his Club by The Association of:

(a) the offence reported by the Referee;

(b) that he will be subject to the standard punishment (see Section 8). Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

An administration fee of £10.00 will be charged for the cost of processing each report.

4. MISTAKEN IDENTITY

(a) If a Player who has been cautioned or sent off in a FTCM claims that he was the victim of mistaken identity in relation to the imposition of such sanction, he may appeal to The Association. The Club on behalf of the Player must, by 1pm of the next working day

following their game, notify The Association in writing (by fax or e-mail - Fax 0844 980 0626 or e-mail Disciplinary@TheFA.com) of their intention to submit a claim.

- (b) By 1pm on the second working day following the incident, the Players and Club must submit in writing to The Association the evidence upon which the claim is founded. Where possible, a written statement from the Player responsible for the offence should be supplied. The details must, however, include:
- (i) a signed statement by the Player reported by the Referee that he was not responsible for the offence reported and identifying specifically the name of the person responsible; and
 - (ii) a video and/or DVD of the incident.

The relevant fee for Clubs in each League is as follows:

FA Premier League	£1,500
Football League Championship	£750
Football League 1	£500
Football League 2	£350
National League	£300

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

- (c) The Claim will be determined based on video and/or DVD and written evidence only. None of the Match Officials nor the Club or Player are entitled to be present or represented at the Regulatory Commission established for such purpose.
- (d) The Players and Club should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (e) The Association will empanel a Regulatory Commission to examine the claim, that will consider the matter prior to any suspension being served. The following procedures will be used at a Regulatory Commission unless the Regulatory Commission thinks it appropriate to amend them:
- I. The Secretary of each Regulatory Commission will produce:
 - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements and video and/or DVD and other evidence provided in support of the claim, including details of the Player;
 - II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
 - III. (i) If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the Player's punishment should be increased.

If the Commission considers that the rejected claim had no prospect of success and / or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.

In all other cases, the Player reported by the Referee shall serve the standard punishment set out in this Memorandum.
 - (ii) If the Commission's decision is that the claim is successful, the standard punishment set out in this Memorandum is transferred from the record of the Player reported by the Referee to the appropriate identified offender,

who will serve the standard punishment transferred by the Regulatory Commission.

- IV. The decision will be conveyed to the Secretary of each Regulatory Commission, who will prepare Minutes of the decision of the Regulatory Commission and communicate the decision to the Club that day.
- (f) Should a Club have two FTCMs with no, or insufficient, working days in between for the claim for mistaken identity to be notified, lodged and heard by a Regulatory Commission, the following will apply:
- I. Where there are no working days between two matches and a Club wishes to make a claim for mistaken identity, the Club shall notify The Association by fax and e-mail (using the contact details as set out in (a) hereabove) within 24 hours of the dismissal. If, and only if, this notification is appropriately submitted, the Player will be eligible to play in the second match. Submission of evidence will still be required by 1pm on the second working day as set out in (b) hereabove.
 - II. Where there are insufficient working days between two matches for a Regulatory Commission to decide on a claim for mistaken identity, the timetable for notification and submission as set out in (a) and (b) hereabove will still apply. However, a Player will be eligible to play in matches prior to the decision of the Regulatory Commission, provided the claim for mistaken identity has been appropriately notified.

In respect of these specific circumstances, particular attention should be paid to (e) III (i) hereabove, in respect of claims brought which had no prospect of success or amounted to an abuse of process.

Should a Player play in a match without the appropriate notification having been lodged as set out hereabove, this shall constitute Misconduct (as defined in the Rules of The Association).

- (g) If, despite the fact that evidence clearly shows that there is a case of mistaken identity, a Club does not lodge a claim within the specified time limits, The Association reserves the right within seven days of the alleged misconduct to request a Regulatory Commission to review the matter.
- (h) A Club failing to lodge a claim for mistaken identity may be charged with Misconduct by The Association if there is evidence that the Club sought to gain an advantage by remaining silent on the matter.
- (i) The decision of the Regulatory Commission in relation to claims for mistaken identity is final and binding on all parties and not subject to appeal.
- (j) In the event that a claim is submitted for mistaken identity and wrongful dismissal for the same incident, the matter of mistaken identity will be considered first.

5. CLAIMS OF WRONGFUL DISMISSAL

- (a) A Player and his Club may seek to limit the disciplinary consequences of the dismissal of a Player from the Field of Play by demonstrating to The Association that the dismissal was wrongful. In order to demonstrate that a dismissal was wrongful for the purposes of this regulation, the Player and his Club must establish that the Referee made an obvious error in dismissing the Player.
- (b) A claim of wrongful dismissal may be lodged only for on-field offences which result in a sending off, except for two cautions leading to a dismissal.
- (c) The Regulatory Commission that considers a claim of wrongful dismissal is concerned with only the question of whether any sanction of a suspension from play is one which should be imposed in view of the facts of the case. This role is not to usurp the role of the Referee

and the dismissal from the Field of Play will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.

- (d) The Club on behalf of the Player must, by 1pm on the next working day following the game, notify The Association in writing (by fax or e-mail - Fax 0844 980 0626 or e-mail Disciplinary@TheFA.com) of their intention to submit a claim. The claim will NOT proceed if this deadline is not met. The evidence upon which the claim is founded (which must include a video and/or DVD recording showing the incident from all available angles), must be submitted by the Player concerned or his Club by 1pm on the second working day following the incident. The relevant fee for clubs in each league is as follows:

FA Premier League	£1,500
Football League Championship	£750
Football League 1	£500
Football League 2	£350
National League	£300

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

Important - forfeiture of fee for late withdrawal of a claim. It should be noted that where a claim is withdrawn after 5pm on the next working day following the game, any fee that has been submitted to The Association in respect of the claim WILL NOT be refunded. If the relevant fee has yet to be paid, the claimant will still be required to pay it to The Association. Failure to pay the fee in these circumstances will result in disciplinary action against the claimant.

Where a claim is withdrawn before the 5pm deadline, if any fee has been submitted, it will be refunded. If the relevant fee has yet to be paid to The Association the claimant will not be required to pay it.

- (e) The Claim will be determined based on video and/or DVD and written evidence only. None of the Match Officials nor the Club or Player are entitled to be present or represented at the Regulatory Commission.
- (f) Players and Clubs should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (g) Once the claim is lodged with The Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria.
- (h) Prior to the commencement of the suspension, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

- I.
 - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements and video and other evidence provided in support of the claim, including details of the Player;
- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful. A claim will only be successful where the Commission is satisfied that the Referee made an obvious error in dismissing the Player.

- III. If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the player's punishment should be increased.
- If the Commission considers that the rejected claim had no prospect of success and / or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.
- In all other cases, the Player reported by the Referee shall serve the standard punishment as set out in this Memorandum. In all cases where a claim is rejected the fee shall be retained.
- IV. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is withdrawn and the fee returned. The dismissal will not be counted for the purposes of paragraph 8(h) below.
- The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details.
- (i) Should a Club have two FTCMs with no, or insufficient, working days in between for the claim for wrongful dismissal to be notified, lodged and heard by a Regulatory Commission, the following will apply:
- I. The Club shall notify The Association by e-mail (using the contact details as set out in (d) above) by 1pm on the next day following the dismissal. Submission of evidence will be required by 5pm on the next day following the dismissal as set out in (d) above.
- II. In such cases the Commission will consider the claim as follows:
- (i) Where there are insufficient working days between the two FTCMs, no later than 1pm on the next working day and in all cases no later than 6pm on the day before the next fixture.
- (ii) Where there are no working days between the two FTCMs, no later than 6pm on the day before the next fixture.
- In respect of these specific circumstances, particular attention should be paid to (h) III. here above, in respect of claims brought which had no prospect of success or amounted to an abuse of process.
- Should a Player play in a match without the appropriate notification having been lodged as set out hereabove, this shall constitute Misconduct.
- (j) As a general guide, the following schedule will apply:
- | Match Day | Notice of Claim | Claim Lodged | Commission |
|-------------|-----------------|--------------|------------|
| Fri/Sat/Sun | Monday | Tuesday | Thursday |
- (k) In the event that a Club submits a notification of their intention to claim wrongful dismissal but fails to complete the claim or withdraws a complete claim prior to it being considered by a Regulatory Commission, and The Association believes that the notification or claim of wrongful dismissal had no prospect of success or amounted to an abuse of process, The Association may issue a charge of misconduct under FA Rule E3.
- (l) The decision of the Regulatory Commission in relation to a claim of wrongful dismissal is final and binding on all parties and is not subject to appeal.

DISMISSALS – EXCEPTIONAL CIRCUMSTANCES

Regulations 6 and 7 below are intended to apply only in truly exceptional circumstances. Regulatory Commissions considering cases under these Regulations will be specifically instructed to approach them in this way. It is envisaged that, in the vast majority of

dismissals, the standard punishments set out in this Memorandum will be appropriate and will be applied.

The facilities available under Regulations 6 and 7 are provided only so exceptional cases may be rectified. They are not intended to encourage or lead to the systematic, regular review of standard punishments, and are reserved for truly exceptional cases.

6. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY EXCESSIVE

- (a) A Player and his Club may in very limited circumstances seek to limit the disciplinary consequences of the dismissal of a Player from the Field of Play by demonstrating to The Association that the circumstances of a particular dismissal were truly exceptional, such that the standard punishment applicable to that dismissal (as set out in section 8 below) would be clearly excessive.
- (b) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save for where a successful claim for wrongful dismissal is brought.
- (c) Claims that the standard punishment is clearly excessive brought under this Regulation may be lodged only for on-field offences which result in a sending off under Law 12(6) (offensive or insulting or abusive language/gestures), 12(1) (serious foul play), 12(2) (violent conduct), or 12(3) (spitting).
- (d) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.
- (e) The Club on behalf of the Player must, by 1pm on the next working day following the game, notify The Association in writing (by fax or e-mail – Fax 0844 980 0626 or e-mail Disciplinary@TheFA.com) of their intention to submit a claim. The claim will NOT proceed if this deadline is not met. The evidence upon which the claim is founded (which must include a video and/or DVD recording showing the incident from all available angles), must be submitted by the Player concerned or his Club by 1pm on the second working day following the incident. The claim must explain why the case is truly exceptional. The relevant fee for clubs in each league is as follows:

FA Premier League	£1,500
Football League Championship	£750
Football League 1	£500
Football League 2	£350
National League	£300

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

Important – forfeiture of fee for late withdrawal of a claim. It should be noted that where a claim is withdrawn after 5pm on the next working day following the game, any fee that has been submitted to The Association in respect of the claim WILL NOT be refunded. If the relevant fee has yet to be paid, the claimant will still be required to pay it to The Association. Failure to pay the fee in these circumstances will result in disciplinary action against the claimant.

Where a claim is withdrawn before the 5pm deadline, if any fee has been submitted, it will be refunded. If the relevant fee has yet to be paid to The Association, the claimant will not be required to pay it.

- (f) The Claim will be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (g) Players and Clubs should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (h) Once the claim is lodged with The Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

- I.
 - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements and video and other evidence provided in support of the claim, including details of the Player;
- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
- III. A claim will only be successful under this Regulation where a Claimant satisfies the Commission so that it is sure that –
 - (a) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
 - (b) As a result of the truly exceptional circumstances the standard punishment would be clearly excessive.
- IV. In considering the matters at III above, the Commission shall have regard to:
 - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
 - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
 - (c) Where applicable, the level of force used;
 - (d) Any injury to an opponent caused by the dismissal offence;
 - (e) Any other impact on the game in which the dismissal occurred;
 - (f) The prevalence of the type of offence in question in football generally;
 - (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the Player's punishment should be increased. If the Commission considers that the rejected claim had no prospect of success and/or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.

In all other cases where a claim is rejected, the Player reported by the Referee shall serve the standard punishment as set out in this Memorandum. In all cases where a claim is rejected the fee shall be forfeited.

- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is withdrawn.

The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal. This shall be in all cases a suspension of at least one match.

In deciding on such punishment, the Commission shall have regard to:

- (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
- (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to an opponent caused by the dismissal offence;
- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.

The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details. The fee shall be returned to the Club.

- (j) As a general guide, the following schedule will apply:

Match Day	Notice of Claim	Claim Lodged	Commission
Fri/Sat/Sun	Monday	Tuesday	Thursday

- (k) In the event that a Club submits a notification of their intention to claim but fails to complete the claim or withdraws a complete claim prior to it being considered by a Regulatory Commission, and The Association believes that the notification or claim had no prospect of success or amounted to an abuse of process, The Association may issue a charge of misconduct under FA Rule E3.
- (l) The decision of the Regulatory Commission in relation to a claim under this Regulation is final and binding on all parties and is not subject to appeal.

7. DISMISSALS - CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY INSUFFICIENT

- (a) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save only for where a successful claim for wrongful dismissal is brought.
- (b) The Association may seek to increase the disciplinary consequences of the dismissal of a Player from the Field of Play, where The Association is satisfied that the standard punishment that would otherwise apply following the dismissal is clearly insufficient.
- (c) Claims may be brought under this Regulation only for on-field offences which have resulted in a sending off under Law 12(1) (serious foul play) Law 12(2) (violent conduct), or Law 12(3) (spitting).
- (d) Where The Association brings such a claim, a Referee's report showing that a Player was dismissed for serious foul play under Law 12(1), violent conduct under Law 12(2), or spitting under Law 12(3) shall be conclusive evidence that the player has breached the relevant Law and shall not be subject to challenge, save for where any such dismissal is subject to a claim for wrongful dismissal.
- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the

correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.

- (f) Claims brought under this Regulation must be brought by 1pm on the second working day following the game in which the relevant dismissal occurred. Such a claim must include the evidence upon which the claim is founded (which must include the Referee's report and a video and/or DVD recording showing the incident from all available angles).
- (g) A Player must submit any Reply to the claim, including all evidence in support of that response, by 6pm on the second working day following the issue of the claim. If no Reply is received by The Association, the Commission shall consider the claim as if it had been denied by the Player.
- (h) Claims brought under this Regulation shall be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

- I.
 - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements and video and other evidence provided in support of the claim.
 - (iii) The Reply and all evidence and submissions provided by the Player in response to the claim.
- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
- III. A claim will only be successful under this Regulation where The Association satisfies the Commission so that it is sure that:
 - (i) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
 - (ii) The standard punishment would be clearly insufficient.
- IV. In considering the matters at III above, the Commission shall have regard to:
 - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
 - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
 - (c) Where applicable, the level of force used;
 - (d) Any injury to an opponent caused by the dismissal offence;
 - (e) Any other impact on the game in which the dismissal occurred;
 - (f) The prevalence of the type of offence in question in football generally;
 - (g) The wider interests of football in applying consistent punishments for dismissal offences.

- V. If the Commission's decision is to reject the claim, it shall deliberate no further on the claim and the Player shall serve the standard punishment.
- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is set aside.
- The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal.
- In deciding on such punishment, the Commission shall have regard to the matters at 7(i)IV above.
- Any punishment imposed by the Commission shall be limited to a suspension from playing a specified number of matches in addition to the standard punishment ordinarily applicable to the relevant dismissal. The Commission shall not impose any other punishment on the Player.
- The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details.

- (j) As a general guide, the following schedule will apply:

Match Day	Notice and Evidence of Claim	Reply	Commission
Fri/Sat/Sun	Tuesday	Thursday	Friday

- (k) The decision of the Regulatory Commission in relation to a claim under this regulation shall be subject to appeal only (i) in the event that the penalty imposed (in addition to the ordinarily applicable standard punishment) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches not accounting for any additional matches included in the penalty as a result of a Player having served a suspension earlier in the same season. For example, where a Player is suspended for 8 matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension. Appeals under this Regulation shall proceed pursuant to Schedule C (Standard Directions for Appeals against decisions of Regulatory Commissions).

8. PUNISHMENTS – Relating to First Team Competitive Matches

(a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY

- (i) If a Player accumulates five cautions in FTCLM between the opening day of the Playing Season and either one of the following dates in the same Playing Season, as applicable –

- 31 December, for Players of FA Premier League Clubs only; or
- 30 November, for Players of Football League, National League and FA WSL Clubs,

(including in both cases any FTCLM played on that day), he will be suspended automatically for a period covering:

One First Team Match

- (ii) If a Player accumulates five cautions in FTCLM between the opening day of the Playing Season and the last day of the same Season, he will be: -

“Warned as to his Future Conduct”

- (iii) A Player who has already been subject to disciplinary action as a result of receiving five cautions and then proceeds to receive a further five cautions during the same Season, will be subject to the following punishments: -

- (iv) If a Player accumulates ten cautions in FTCM between the opening day of the Playing Season and the second Sunday of March in the same Season, he will be suspended automatically for a period covering:-

Two First Team matches

If in the final match before the second Sunday of March a player accumulates his tenth caution in FTCM since the opening day of the Playing season and then receives a second caution in the same match and consequently is dismissed, the player will be suspended automatically for a period covering Two First Team Matches. This two match suspension will automatically apply in such cases, instead of the one match automatic suspension which would otherwise apply to a player who is sent off for receiving two cautions in the same match.

- (v) If a Player accumulates ten cautions in FTCM between the opening day of the Playing Season and the last day of the same Season, he will be:-

“Severely Censured and Warned as to his future Conduct”

- (vi) If a Player accumulates 15 cautions in FTCM between the opening date of the Playing Season and the last day of the same Season, he will be suspended automatically for a period covering:-

Three First Team matches

- (vii) A Player who has already been subject to disciplinary action as a result of receiving five, ten and 15 cautions, and who goes on to receive 20 cautions in FTCM in the same Season, shall be required to attend a meeting of a Regulatory Commission, within seven days of the date of the last caution. The Members of a Regulatory Commission will have the power to deal with the Player in such manner as they deem fit. The same procedure will apply for every further five cautions received by that Player.
- (viii) Any period of suspension arising from cautions will commence forthwith. The suspension will cover all approved First Team matches until such time as his Club's First Team has completed the number of matches appropriate to the punishment in approved Competitions during the period covered by its opening league match and ending with the final match in which the Club is playing in an approved domestic Competition.
- (ix) Any period of suspension or part thereof which remains outstanding at the end of a Season must be served at the commencement of the next following Season.

(b) PLAYERS SENT OFF UNDER LAW 12 (7)

Subject to the provision of 8(a)(iv) above, player who is dismissed from the Field of Play for receiving a second caution in the same match will be suspended automatically from FTCM forthwith until his Club's First Team has completed its next FTCM.

(c) PLAYERS SENT OFF UNDER LAW 12 (4) and (5)

A Player who is dismissed from the Field of Play for denying a goal or an obvious goalscoring opportunity by physical means or by handling the ball, will be suspended automatically from FTCM commencing forthwith, until such time as his Club has completed its next FTCM.

(d) PLAYERS SENT OFF UNDER LAW 12 (6)

A Player who is dismissed from the Field of Play for using offensive or insulting or abusive language/gestures, whether he has previously been cautioned in the match or not, will be suspended automatically from FTCM commencing forthwith, and until such time as his Club's First Team has completed its next two FTCM.

(e) PLAYERS SENT OFF UNDER LAW 12 (1) AND (2)

A Player who is dismissed from the Field of Play for Serious Foul Play under Law 12(1) or Violent Conduct under Law 12(2), whether he has previously been cautioned in the

match or not, will be suspended automatically from all Club football, except for any match sanctioned or regarded by The Football Association as a Friendly Match, including non-First Team matches commencing forthwith and until such time as his Club's First Team has completed its next three matches in approved Competitions.

(f) **PLAYERS SENT OFF UNDER LAW 12 (3)**

A Player who is dismissed from the Field of Play for spitting at an opponent or any other person, whether he has previously been cautioned in the match or not, will be suspended automatically from all Club football, except for any match sanctioned or regarded by The Football Association as a Friendly Match, including non-First Team matches commencing forthwith and until such time as his Club's First Team has completed its next six matches in approved Competitions.

(g) **PLAYERS SENT OFF – COMMENCEMENT AND PERIOD OF SUSPENSION**

Any period of suspension arising from a dismissal from the Field of Play will commence forthwith, unless a claim has been lodged in accordance with Sections 4 or 5 above.

(h) **Players dismissed from the Field of Play in a FTCM, having previously in the same season been sent off in a FTCM (or suspended under the Standard Directions set out in Schedule A in these Regulations for an incident in a FTCM), will be suspended for one extra match for each such previous sending off or suspension, in addition to the automatic suspension applicable to the dismissal.**

For the purposes of this regulation a previous dismissal in a non FTCM will only be taken into account where it was for violent conduct, serious foul play or spitting.

(i) **OUTSTANDING SUSPENSIONS**

Any suspension or part thereof which remains outstanding at the end of a Season resulting from these Disciplinary Procedures, must be served at the commencement of the next Season within the terms of these Disciplinary Procedures [Section 8 (a) to (h)].

(j) **PLAYERS MOVING BETWEEN CLUBS**

Where a Player moves between Clubs at a time when he is subject to a suspension from playing resulting from either these Disciplinary Procedures or any charge of Misconduct, the following shall apply –

- (a) Until the Player moves, the suspension shall be served by reference to matches completed by the Club that the Player moves from;
- (b) Where the Club that the player moves to competes at the same level as the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to matches completed by the Club that the Player moves to;
- (c) Where the Club that the player moves to competes at a different level from the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to matches completed by the Club that the Player moves from unless dispensation has been granted in writing by The Association for the suspension to be served with reference to matches completed by the Club that the Player moves to.

For the purposes of this section, Clubs compete at three different levels. Each level is comprised as follows –

- (i) The Premier League, Football League and National League;
- (ii) The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;

- (iii) Steps 5 to 7 of the National League System, or any other league outside of the National League System which operates a match-based disciplinary system.

This section applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of the Association, however they occur.

This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

(k) **RULE E1 OF THE ASSOCIATION**

A charge of Misconduct (as defined in and) pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to an incident whether or not the same incident has been dealt with by the referee and/or pursuant to this Memorandum. In deciding whether or not to bring a charge under this regulation, The Association will have particular (but not exclusive) regard to the following:

- (a) Any applicable Law(s) of the Game or Rules and Regulations or FIFA instructions and/or guidelines;
- (b) The nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to any Participant caused by the incident;
- (e) Any other impact on the game in which the incident occurred;
- (f) The prevalence of the type of incident in question in football generally;
- (g) The wider interests of football in applying consistent sanctions.

A Regulatory Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum for the same incident when considering any punishment under Regulation 8.1 (Penalties) of the Regulations for Football Association Disciplinary Action.

(l) **PAYMENT TO PLAYERS UNDER SUSPENSION**

Clubs must not pay a Player more than his basic wage as declared to The Association in the contract during the period of a suspension.

(m) **CLUBS IMPOSING FINES**

Clubs may fine Players for on-field offences under their employment contract. If a Club does impose such a fine it must notify The Association within 14 days of the details. Clubs are required to submit a nil return for any offence under the Field Discipline Guide-Lines issued by the Professional Football Negotiating Consultative Committee (PFNCC) for which a Player was not fined.

(n) **RE-ARRANGED MATCHES**

A Regulatory Commission has discretionary power to rule that a match shall not count towards the completion of a suspension if it is satisfied that the game has been arranged by the Club with a view to enabling a Player to complete his suspension.

(o) **COLLECTION OF ADMINISTRATION FEES**

It will be the responsibility of the Club Secretary to collect the £10.00 administration fees from the Players concerned and forward them to The Association when requested so to do.

(p) **DEFINITION**

References to "video" material shall include not just video tape but all and any other audio visual material requested by, or used by, a Regulatory Commission.

9. DISCIPLINARY ACTION AGAINST CLUBS FOR MISCONDUCT BY THEIR PLAYERS

- (a) Any Club that has six or more individual Players cautioned or dismissed from the Field of Play in the same match will be offered a Standard Punishment according to the following table on the first occasion that this happens during the Season:

LEAGUE/DIVISION	FINE
FA Premier League	£25,000
Football League Championship	£5,000
Football League 1	£2,500
Football League 2	£1,000
National League	£750

- (b) For each successive occasion that this happens in the same Season, the Standard Punishment offered will be a fine that is double and then treble etc. the above amount.

All clubs offered a Standard Punishment may either accept it or request the opportunity to mitigate the punishment at a personal hearing before a Regulatory Commission. Following such mitigation the Regulatory Commission may impose, decrease or increase the Standard Punishment as it thinks fit.

- (c) Any Club whose players accumulate a total number of Penalty Points in First Team Competitive Matches between the start of the Season and 31 December (including any First Team Competitive Match played on that day) which is 40% or more above the median number of points per game average in the same League, will be required to appear before the Regulatory Commission to explain the players' conduct.

Following such explanation, the Regulatory Commission may order that a visit be made to the Club by representatives of The Association and/or PGMO or other appropriate body, in order to discuss and/or offer advice on the Club's disciplinary record.

Any Club whose players accumulate a total number of Penalty Points in First Team Competitive Matches during the whole Season which is 40% or more above the median number of points per game average in the same League, will be required to appear before the Regulatory Commission to explain the players' conduct.

If the Club cannot provide a reasonable explanation for such occurrence, the Club will be liable to be warned and/or fined up to £100,000 (FA Premier League clubs), £50,000 (Football League Championship clubs), £25,000 (Football League 1 clubs), £12,500 (Football League 2 clubs) or £6,000 (National League clubs) for having permitted its Players to breach, or not having prevented its Players from breaching, the Laws of the Game in contravention of Rule E1(a) of The Association.

Where any Club's players accumulated a total number of Penalty Points which is between 40% and 50% (inclusive) above the median number of points per game average in the same League, any fine will normally be suspended in whole or in part for a period of one year, unless the Regulatory Commission determines that this is not appropriate, in which case it will be imposed immediately.

Where any Club's players accumulated a total number of Penalty Points which is more than 50% above the median number of points per game average in the same League, any fine will normally be imposed immediately, unless the Regulatory Commission determines that this is not appropriate, in which case it will be suspended in whole or in part for a period of one year.

In addition, the Regulatory Commission shall be entitled to order the Club to pay the cost of the Hearing to The Association. Any action taken by the Club to discipline its Players under Section 8(m) will be taken into consideration by the Regulatory Commission in its findings.

Any Club required to appear before a Regulatory Commission under this regulation must ensure that its first team manager and one of its Directors or Committee members attend the hearing.

- (d) In calculating the number of points accumulated in a Season, for the purposes of this Memorandum, the following scale will apply for each:

Recorded cautions	-	4 Points
Sending off under Law 12 (4)(5) & (7)	-	10 Points
Sending off under Law 12 (1)(2)(3) & (6)	-	12 Points

Where any sending off is subject to a successful claim for wrongful dismissal, no points shall be added to a Club's accumulated points total in respect of it.

- (e) Proceeds of fines imposed under this Section of the Disciplinary Procedures shall be disbursed as decided by The Association.
- (f) A Club required to appear before a Regulatory Commission under this provision of the Memorandum shall be represented by at least one of its Directors and the Manager.
- (g) The Association may prefer a Charge against a Club at any time during the Season arising from Field Offences committed by players of the Club. All records will also be subject to interim review as at the 31st October annually. Clubs may be ordered to attend a Regulatory Commission to discuss a record that is deemed to be poor at that stage of the Season.

SECTION B

DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES in Non-First Team Matches (NFTM)

For Players associated with FA Premier League, Football League and National League Clubs

1. **REPORTING OF OFFENCES BY MATCH OFFICIALS** in all matches apart from those played in the FA Premier League, Football League, National League, Football League Cup, FA Challenge Cup, FA Challenge Trophy, Football League Trophy and Play-offs (NFTM) and any match sanctioned or regarded by The Football Association as a Friendly Match.

FA Misconduct – Steps 1 (Conference National) and above.

Non First team misconduct dealt with by The Football Association will be limited to all Male open aged teams, Under 19s, Under 18s and Academy teams. All other cases will be dealt with by the Parent County Football Association of the Club.

- (a) **Caution Offences**
Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offences and giving a description of the incidents.
- (b) **Sending Off Offences**
Referees and Assistant Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offence(s) and giving a description of the incident(s).
- (c) If a referee omits to show the appropriate card when taking action against a player, this does not nullify the caution or sending off offence. However, the attention of the Referee should be drawn to the correct procedure.

2. **CAUTION OFFENCES**

A player who has been cautioned in a NFTM, will be notified through his Club by The Association of the offence reported by the Referee, the total number of cautions recorded against the player under these procedures during the current Season and at the same time, will be advised of any punishment resulting from the accumulation of these cautions. An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

3. **SENDING OFF OFFENCES**

A player who has been sent off in a NFTM under the provisions of Law 12 will be notified through his Club by The Association of the offence reported by the Referee, and at the same time advised that he will be subject to the agreed standard punishment (see Section 8). An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

4. **CLAIMS OF MISTAKEN IDENTITY**

In the case of a claim of alleged mistaken identity concerning a player cautioned or sent off in a NFTM, the PLAYERS concerned and the CLUB must within three working days of the match submit in writing to The Football Regulatory Authority particulars upon which the claim is founded, including the right to claim Wrongful Dismissal. If The Football Regulatory

Authority is satisfied that the claim warrants further investigation, a Regulatory Commission shall be convened and will meet within the 14 days before any automatic penalty is due to take effect. If the members of the appointed Regulatory Commission are satisfied that mistaken identity has been proved in a case, the record of the offence will be transferred to the appropriate offender, who will be subject to disciplinary action in accordance with the provisions of the current Procedures.

The relevant fee is **£1,500 for FA Premier League Clubs, £750 for Football League Championship Clubs, £500 for Football League 1 Clubs, £350 for Football League 2 Clubs and £300 for National League Clubs**, which is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

5. CLAIMS OF WRONGFUL DISMISSAL.

In the case of a claim of wrongful dismissal for offences with a penalty imposed under the Laws of the Game of an immediate dismissal (this excludes Law S6, the use of offensive or insulting or abusive language/gestures as well as Law S7 – receiving a second caution in the same match), evidence upon which the claim is founded, which must include a video and/or DVD recording showing the incident, must be submitted by the Player concerned and his Club, and **MUST** be received by The Football Association by the close of business of the third **working** day following the match (as below). An indication by fax (0844 980 0626) or e-mail (disciplinary@thefa.com) on the first working day following the game is required to alert The Football Regulatory Authority that a claim is to be submitted.

Saturday	-	Wednesday
Sunday	-	Wednesday
Monday	-	Thursday
Tuesday	-	Friday
Wednesday	-	Monday
Thursday	-	Tuesday
Friday	-	Wednesday

(If Bank Holidays fall within the period, the appropriate number of extra days will be made available.)

Once the claim is lodged with The Football Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria. The Club will then be advised whether the claim has been accepted or not.

An accepted claim is placed before a Regulatory Commission, to which the Club, Player and Match Officials will NOT be invited to attend. They will be dealing only with the level of punishment, the dismissal from the Field of Play will always remain on the record of the Club and the Player and be the subject of the administration fee.

The only decisions available to the members of the Regulatory Commission are:-

- (i) The punishment will remain with the fee to become payable;
- (ii) Only where the Commission is satisfied that the Referee made an obvious error in dismissing the Player, the punishment will be withdrawn, no fee will be payable and that Section 8(h) of the procedure will not be invoked if the player is sent off again following the offence.

The relevant fees for players associated with **FA Premier League Clubs is £1,500, Football League Championship Clubs is £750, Football League 1 Clubs is £500, Football League 2 Clubs is £350 and National League Clubs is £300** and is only to become payable in the

event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

DISMISSALS – EXCEPTIONAL CIRCUMSTANCES

Regulations 6 and 7 below are intended to apply only in truly exceptional circumstances. Regulatory Commissions considering cases under these Regulations will be specifically instructed to approach them in this way. It is envisaged that, in the vast majority of dismissals, the standard punishments set out in this Memorandum will be appropriate and will be applied.

The facilities available under Regulations 6 and 7 are provided only so exceptional cases may be rectified. They are not intended to encourage or lead to the systematic, regular review of standard punishments, and are reserved for truly exceptional cases.

6. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY EXCESSIVE

- (a) A Player and his Club may in very limited circumstances seek to limit the disciplinary consequences of the dismissal of a Player from the Field of Play by demonstrating to The Association that the circumstances of a particular dismissal were truly exceptional, such that the standard punishment applicable to that dismissal (as set out in section 8 below) would be clearly excessive.
- (b) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save for where a successful claim for wrongful dismissal is brought.
- (c) Claims that the standard punishment is clearly excessive brought under this Regulation may be lodged only for on-field offences which result in a sending off under Law 12(6) (offensive or insulting or abusive language/gestures), 12(1) (serious foul play), 12(2) (violent conduct), or 12(3) (spitting).
- (d) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.
- (e) The Club on behalf of the Player must, on the next working day following the game, notify The Association in writing (by fax or e-mail – Fax 0844 980 0626 or e-mail Disciplinary@TheFA.com) of their intention to submit a claim. The claim will NOT proceed if this deadline is not met. The evidence upon which the claim is founded (which must include a video and/or DVD recording showing the incident from all available angles), must be submitted by the Player concerned or his Club by the close of business of the third working day following the incident. The claim must explain why the case is truly exceptional. The relevant fee for clubs in each league is as follows:

FA Premier League	£1,500
Football League Championship	£750
Football League 1	£500
Football League 2	£350
National League	£300

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

- (f) The Claim will be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.

- (g) Players and Clubs should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (h) Once the claim is lodged with The Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

- I.
 - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements and video and other evidence provided in support of the claim, including details of the Player;
- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
- III. A claim will only be successful under this Regulation where a Claimant satisfies the Commission so that it is sure that –
 - (a) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
 - (b) As a result of the truly exceptional circumstances the standard punishment would be clearly excessive.
- IV. In considering the matters at III above, the Commission shall have regard to:
 - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
 - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
 - (c) Where applicable, the level of force used;
 - (d) Any injury to an opponent caused by the dismissal offence;
 - (e) Any other impact on the game in which the dismissal occurred;
 - (f) The prevalence of the type of offence in question in football generally;
 - (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the Player's punishment should be increased. If the Commission considers that the rejected claim had no prospect of success and/or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.

In all other cases where a claim is rejected, the Player reported by the Referee shall serve the standard punishment as set out in this Memorandum. In all cases where a claim is rejected the fee shall be forfeited.
- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is withdrawn.

The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal. This shall be in all cases a suspension of at least one match.

In deciding on such punishment, the Commission shall have regard to:

- (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
- (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to an opponent caused by the dismissal offence;
- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.

The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details. The fee shall be returned to the Club.

- (j) As a general guide, the following schedule will apply:

Match Day	Notice of Claim	Claim Lodged
Fri/Sat/Sun	Monday	Wednesday

- (k) In the event that a Club submits a notification of their intention to claim but fails to complete the claim or withdraws a complete claim prior to it being considered by a Regulatory Commission, and The Association believes that the notification or claim had no prospect of success or amounted to an abuse of process, The Association may issue a charge of misconduct under FA Rule E3.
- (l) The decision of the Disciplinary Commission in relation to a claim under this Regulation is final and binding on all parties and is not subject to appeal.

7. DISMISSALS - CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY INSUFFICIENT

- (a) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save only for where a successful claim for wrongful dismissal is brought.
- (b) The Association may seek to increase the disciplinary consequences of the dismissal of a Player from the Field of Play, where The Association is satisfied that the standard punishment that would otherwise apply following the dismissal is clearly insufficient.
- (c) Claims may be brought under this Regulation only for on-field offences which have resulted in a sending off under Law 12(1) (serious foul play), Law 12(2) (violent conduct), or Law 12(3) (spitting).
- (d) Where The Association brings such a claim, a Referee's report showing that a Player was dismissed for serious foul play under Law 12(1), violent conduct under Law 12(2), or spitting under Law 12(3) shall be conclusive evidence that the player has breached the relevant Law and shall not be subject to challenge, save for where any such dismissal is subject to a claim for wrongful dismissal.
- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.

- (f) Claims brought under this Regulation must be brought by 1pm on the second working day following the game in which the relevant dismissal occurred. Such a claim must include the evidence upon which the claim is founded (which must include the Referee's report and a video and/or DVD recording showing the incident from all available angles).
- (g) A Player must submit any Reply to the claim, including all evidence in support of that response, by 6pm on the second working day following the issue of the claim. If no Reply is received by The Association, the Commission shall consider the claim as if it had been denied by the Player.
- (h) Claims brought under this Regulation shall be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

- I.
 - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements and video and other evidence provided in support of the claim.
 - (iii) The Reply and all evidence and submissions provided by the Player in response to the claim.
- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
- III. A claim will only be successful under this Regulation where The Association satisfies the Commission so that it is sure that:
 - (i) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
 - (ii) The standard punishment would be clearly insufficient.
- IV. In considering the matters at III above, the Commission shall have regard to:
 - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
 - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
 - (c) Where applicable, the level of force used;
 - (d) Any injury to an opponent caused by the dismissal offence;
 - (e) Any other impact on the game in which the dismissal occurred;
 - (f) The prevalence of the type of offence in question in football generally;
 - (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it shall deliberate no further on the claim and the Player shall serve the standard punishment.
- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is set aside.

The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal.

In deciding on such punishment, the Commission shall have regard to the matters at 7(i)IV above.

Any punishment imposed by the Commission shall be limited to a suspension from playing a specified number of matches in addition to the standard punishment ordinarily applicable to the relevant dismissal. The Commission shall not impose any other punishment on the Player.

The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details.

- (j) As a general guide, the following schedule will apply:

Match Day	Notice and Evidence of Claim	Reply	Commission
Fri/Sat/Sun	Tuesday	Thursday	Friday

- (k) The decision of the Regulatory Commission in relation to a claim under this Regulation shall be subject to appeal only (i) in the event that the penalty imposed (in addition to the ordinarily applicable standard punishment) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches (for example, where a Player is suspended for 8 matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension). Appeals under this Regulation shall proceed pursuant to Schedule C (Standard Directions for Appeals against decisions of Regulatory Commissions).

8. PUNISHMENTS – RELATING TO NON-FIRST TEAM MATCHES.

(a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY

- (i) If a player accumulates five cautions in NFTM between the opening day of the Playing Season and 31 December (including any NFTM played on that day) in the same Season, he will be suspended automatically for a period covering: -

One Match

- (ii) If a player accumulates five cautions in NFTM between the opening day of the Playing Season and the last day of the same Season, he will be: -

“Warned as to his Future Conduct”

- (iii) A player who has already been subject to disciplinary action as a result of receiving five cautions and then goes on to receive a further five cautions during the same Season, will be subject to the following punishments: -
- (iv) If a player accumulates ten cautions in NFTM between the opening day of the Playing Season and the second Sunday of April in the same Season, he will be suspended automatically for a period covering: -

Two Matches

If, in the final match before the second Sunday of April, a player accumulates his tenth caution in NFTM since the opening day of the Playing season, and then receives a second caution in the same match and consequently is dismissed, the player will be suspended automatically from all NFTM commencing on the 14th day following the match in which he was sent off, until such time as THE CLUB has completed two matches in the competition as decided by The Football Association. This two match suspension will automatically apply in such cases, instead of the one match automatic suspension which would otherwise apply to a player who is sent off for receiving two cautions in the same match.

- (v) If a player accumulates ten cautions in NFTM between the opening day of the Playing Season and the last day of the same Season, he will be: -

“Severely Censured and Warned as to his future Conduct”

- (vi) If a player accumulates 15 cautions in NFTM between the opening date of the Playing Season and the last day of the same Season, he will be suspended automatically for a period covering: -

Three Matches

- (vii) A player who has already been subject to disciplinary action as a result of receiving five, ten and 15 cautions, and who goes on to receive 20 cautions in NFTM in the same Season, shall be required to attend a meeting of a Regulatory Commission, within 14 days of the date of the last caution. The members of a Regulatory Commission shall have the power to deal with the player in such manner as they deem fit. The same procedure will apply for every further five cautions received by a player.
- (viii) Any period of suspension arising from cautions shall commence on the 14th day following the date of his last offence. The suspension will cover all matches (excluding The FA Premier League, The Football League, The National League, Football League Cup, FA Challenge Cup, FA Challenge Trophy, Football League Trophy and Play-offs and any match sanctioned or regarded by The Football Association as a Friendly Match) until such time as THE CLUB has completed the number of matches appropriate to the punishment in the competition as decided by The Football Association during the period covered by the date of the opening match in The FA Premier League or The Football League or The Football Conference (National) and ending with the final match in which THE CLUB is playing in a competition sanctioned by The Football Association or an affiliated County Association.
- (ix) Any period of suspension or part thereof which remains outstanding at the end of a Season must be served at the commencement of the next following Season.
- (b) **PLAYERS SENT OFF UNDER LAW 12 (1) and (2)**
A Player who is dismissed from the Field of Play for Serious Foul Play under Law 12(1) or Violent Conduct under Law 12 (2) or, whether he has previously been cautioned in the match or not, will be suspended automatically from all Non-First Team matches commencing on the 14th day following the match in which he was sent off until such time as his Club has completed its next three matches in approved Competitions.
- (c) **PLAYERS SENT OFF UNDER LAW 12 (3)**
A Player who is dismissed from the Field of Play for spitting at an opponent or any other person, whether he has previously been cautioned in the match or not, will be suspended automatically from all Non-First Team matches commencing on the 14th day following the match in which he was sent off until such time as his Club has completed its next six matches in approved Competitions.
- (d) **PLAYERS SENT OFF UNDER LAW 12 (7)**
Subject to the provision of 8(a)(iv) above, a player who is dismissed from the Field of Play for receiving a second caution in the same match will be suspended automatically from all Non-First Team Matches commencing on the 14th day following the match in which he was sent off, until such time as THE CLUB has completed one match in the competition as decided by The Football Association.
- (e) **PLAYERS SENT OFF UNDER LAW 12 (4) and (5)**
A player who is dismissed from the Field of Play for denying a goal or an obvious goal scoring opportunity by physical means or by handling the ball, will be suspended automatically

from all Non-First Team Matches commencing on the 14th day following the match in which he was sent off, until such time as THE CLUB has completed one match in the competition as decided by The Football Association.

(f) **PLAYERS SENT OFF UNDER LAW 12 (6)**

A player who is dismissed from the Field of Play for using offensive or insulting or abusive language/gestures whether he has previously been cautioned in the match or not, will be suspended automatically from all Non-First Team Matches commencing on the 14th day following the match in which he was sent off, until such time as THE CLUB has completed two matches in the competition as decided by The Football Association.

(g) **PLAYERS SENT OFF UNDER LAW 12 (1), (2), (3), (4), (5), (6) and (7) above.**

The terms of the suspension will be from all Non-First Team matches (excluding The FA Premier League, The Football League, National League, Football League Cup, FA Challenge Cup, FA Challenge Trophy, Football League Trophy and Play-offs) during the period covered by the opening date in The FA Premier League, The Football League and The National League and ending with the final match in which THE CLUB is playing in a competition sanctioned by The Football Association or an affiliated County Association.

(h) **ADDITIONAL SENDINGS OFF**

Players dismissed from the Field of Play for a second time in the same Season, in addition to the automatic suspension applicable to the offence, will be suspended for one extra match.

A player dismissed for a third time in the same Season will be suspended for an extra two matches, and so on. A Regulatory Commission when dealing with a Claim of Wrongful Dismissal (Section 5) has the power not to invoke a future one match suspension if it so decides.

For the purposes of this regulation a previous dismissal in a first team competitive match or suspension under Schedule A to these Regulations arising out of a first team competitive match will only be taken into account where it was for violent conduct, serious foul play or spitting.

(i) **OUTSTANDING SUSPENSIONS**

Any suspension or part thereof which remains outstanding at the end of a Season resulting from these Disciplinary Procedures, must be served at the commencement of the next following Season within the terms of these Disciplinary Procedures [Section 8(a) to (h)], subject to age restrictions.

(j) **PLAYERS MOVING BETWEEN CLUBS**

Where a Player moves between Clubs at a time when he is subject to a suspension from playing resulting from either these Disciplinary Procedures or any charge of Misconduct, the following shall apply –

- (a) Until the Player moves, the suspension shall be served by reference to matches completed by the Club that the Player moves from;
- (b) Where the Club that the player moves to competes at the same level as the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to matches completed by the Club that the Player moves to;
- (c) Where the Club that the player moves to competes at a different level from the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to matches completed by the Club that the Player moves from unless dispensation has been granted in writing by The Association for the suspension to be served with reference to matches completed by the Club that the Player moves to.

For the purposes of this section, Clubs compete at three different levels. Each level is comprised as follows –

- (i) The Premier League, Football League and National League;
- (ii) The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
- (iii) Steps 5 to 7 of the National League System, or any other league outside of the National League System which operates a match-based disciplinary system.

This section applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of the Association, however they occur.

This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

(k) **RULE E1 OF THE ASSOCIATION**

A charge of Misconduct (as defined in and) pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to an incident whether or not the same incident has been dealt with by the referee and / or pursuant to this Memorandum.

In deciding whether or not to bring a charge under this regulation, The Association will have particular (but not exclusive) regard to the following –

- (a) Any applicable Law(s) of the Game or Rules and Regulations or FIFA instructions and/or guidelines;
- (b) The nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to any Participant caused by the incident;
- (e) Any other impact on the game in which the incident occurred;
- (f) The prevalence of the type of incident in question in football generally;
- (g) The wider interests of football in applying consistent sanctions.

A Regulatory Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum for the same incident when considering any punishment under Regulation 8.1 (Penalties) of the Regulations for Football Association Disciplinary Action.

(l) **PAYMENT TO PLAYERS UNDER SUSPENSION**

Clubs must not pay a player more than his basic wage during the period of a suspension.

(m) **CLUBS IMPOSING FINES**

The responsibility for fining players for field offences is left with the Club, who must notify The Football Association, without delay, the details of the fine in each case.

Clubs are required to submit a nil return for any offence under the Field Discipline Guidelines issued by the Professional Football Negotiating Consultative Committee. (PFNCC) for which a player was not fined.

(n) **RE-ARRANGED MATCHES**

A Regulatory Commission shall have discretionary power to rule that a match shall not count towards the completion of a suspension if it is satisfied that the game has been arranged by the Club with a view to enabling the player to complete his suspension and thus qualify him to play in a specific match.

(o) **COLLECTION OF ADMINISTRATION FEES**

It will be the responsibility of the Club Secretary to collect the £10.00 administration fees from the players concerned and forward them to The Football Association when requested so to do.

9. ASSAULTS ON MATCH OFFICIALS

1. In addition to assisting a Match Official who has reported an assault against him, The Football Association or appropriate Affiliated Association shall without delay investigate the Official's report and if, after such investigation, the Chairman and the Secretary of the Association or their nominees are satisfied that a prima facie case can be made out against the alleged offender shall take such steps as are necessary to ensure that a charge is preferred and that a Regulatory Commission appointed from Senior Members meet to consider the charge within 28 days of the date of the charge letter. The alleged offender shall not participate in any football activity from the date he is notified of the charge, until a Regulatory Commission has heard and adjudicated on the matter.

2. There shall be three categories of assault:-

(a) COMMON ASSAULTS - for instance, jostling, holding, pushing

(b) ASSAULTS CAUSING BODILY HARM - for instance, more forceful degrees of the above

(c) ASSAULTS CAUSING SERIOUS BODILY HARM - for instance, where serious harm is caused, such as severe bruising or a broken nose

3. All assaults on Match Officials in the above three categories must be reported to The Football Association within 14 days of the completion of a case that has been proved, along with the decision of the Regulatory Commission.

10. DISPUTES AND CLAIMS

Any dispute or claim arising from the application of a suspension affecting Non-First Team matches will only be dealt with on correspondence by members of a Regulatory Commission and must be received by The Football Association within three days of the suspension notice being received by the Club. The direct fax line to the Disciplinary Department is 0844 980 0626. At no time will a suspension start date be deferred. The level in which a player enters the procedures following a transfer from a league outside the procedure will be decided by The Football Association.

SECTION C**DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES in Friendly Matches for Players associated with FA Premier League, Football League, National League Clubs and The FA WSL.**

1. **REPORTING OF OFFENCES BY MATCH OFFICIALS in any Match sanctioned or regarded by The Football Association as a Friendly Match (“Friendly Matches”)**
 - (a) *Caution Offences*

Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offences and giving a description of the incidents.
 - (b) *Sending Off Offences*

Referees and Assistant Referees must submit to The Association within two days (Sundays not included) a Report stating the offence(s) and giving a description of the incident(s)
 - (c) If a referee omits to show the appropriate card when taking action against a player, this does not nullify the caution or sending off offence. However, the attention of the Referee should be drawn to the correct procedure.
2. **PUNISHMENTS – Relating to Friendly Matches**
 - (a) **CAUTIONS ADMINISTERED ON THE FIELD OF PLAY**

The Association shall not impose any sanction in respect of cautions administered during Friendly Matches. Where sanctions are imposed in respect of cautions on Participants with their agreement (e.g. as part of tournament rules), any such sanction may only apply to Friendly Matches and shall not apply to FTCM or NFTM.
 - (b) **PLAYERS SENT OFF UNDER LAW 12**

A player dismissed from the Field of Play will be suspended automatically from Friendly Matches until such time as his Club has completed its next Friendly Match, as decided by The Football Association.
 - (c) **RULE E1 OF THE ASSOCIATION**

A charge of Misconduct pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to any incident arising in a Friendly Match notwithstanding that the same incident has been dealt with pursuant to this Memorandum. A Regulatory Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum, and shall be free to impose a suspension relating to FTCM, and/or NFTM and/or Friendly Matches, at its absolute discretion.

SECTION D

DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES

For Players associated with teams competing in the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League.

1. GENERAL

- (a) Clubs may participate in an FA pilot programme as set out by Council and will be required to abide by the regulations and terms of that programme.
- (b) The Standard Directions set out at Schedule B and C will also apply to Misconduct Charges brought by The Association under these procedures for teams competing in the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League, save that any time limits provided for in those Schedules shall not apply.

2. REPORTING OF OFFENCES BY MATCH OFFICIALS

- (a) **Caution Offences**
Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offence and giving a description of the incident.
- (b) **Sending Off Offences**
Referees and Assistant Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offence(s) and giving a description of the incident(s).
- (c) If a referee omits to show the appropriate card when taking action against a Player, this does not nullify the caution or sending off offence. However, the attention of the Referee should be drawn to the correct procedure.

3. CAUTION OFFENCES

A Player who has been cautioned in any match, will be notified through his Club by The Association of the offence reported by the Referee, the total number of cautions recorded against the Player during the current Season and at the same time, will be advised of any punishment resulting from the accumulation of cautions. An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

4. SENDING OFF OFFENCES

A Player who has been sent off in any match under the provisions of Law 12 will be notified through his Club by The Association of the offence reported by the Referee, and at the same time advised that he will be subject to the agreed standard punishment (see Section 8). An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

5. SUSPENSIONS

During periods of automatic suspensions the Player is suspended from playing only for Saturday type football (including midweek fixtures). If the suspension is as a result of a Misconduct charge, during the whole period of suspension the Player is suspended

from playing all football (including friendly matches and other Cup Competitions). The categories of football affected by this regulation are Saturday, Sunday, Midweek, Veterans and Representative football. This will be deemed as a suspension from playing only, unless specified otherwise by a Disciplinary Commission.

If an automatic suspension arises from a send-off, or as a result of cautions accumulated under 11(a), a player will remain eligible to play in matches that cannot be used to clear a player's suspension outlined above.

In exceptional cases where an application has been made to The Association by the Participant that the suspension is disproportionately harsh, due to the period taken to serve it, the matter may be reviewed only by The Association and may be amended to a category-specific suspension, at The Association's discretion.

6. CLAIMS OF MISTAKEN IDENTITY

In the case of a claim of alleged mistaken identity concerning a Player cautioned or sent off in a match, the PLAYERS concerned and the CLUB must within three working days of the match submit in writing to The Football Regulatory Authority particulars upon which the claim is founded, including the right to claim Wrongful Dismissal. If The Football Regulatory Authority is satisfied that the claim warrants further investigation, a Regulatory Commission shall be convened and will meet within the 14 days before any automatic penalty is due to take effect. If the members of the appointed Regulatory Commission are satisfied that mistaken identity has been proved in a case, the record of the offence will be transferred to the appropriate offender, who will be subject to disciplinary action in accordance with the provisions of the current Procedures.

The relevant fee is £125 which is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

7. CLAIMS OF WRONGFUL DISMISSAL

In the case of a claim of wrongful dismissal for offences with a penalty imposed under the Laws of the Game of an immediate dismissal (this excludes Law S6, the use of offensive or insulting or abusive language/gestures and Law S7 - receiving a second caution in the same match), an indication by e-mail (disciplinary@thefa.com) by 5pm on the second working day following the game is required to alert The FA that a claim is to be submitted. Evidence upon which the claim is founded, which must include a video and/or DVD recording showing the incident, must be submitted by the Player concerned and his Club, and MUST be received by The Football Association by 5pm on the fourth working day following the match (as follows).

Saturday	-	Thursday
Sunday	-	Thursday
Monday	-	Friday
Tuesday	-	Monday
Wednesday	-	Tuesday
Thursday	-	Wednesday
Friday	-	Thursday

(If Bank Holidays fall within the period, the appropriate number of extra days will be made available.)

Once the claim is lodged with The Football Association and it is confirmed that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria, the Club will then be advised whether the claim has been accepted or not.

An accepted claim will be placed before a Regulatory Commission by the 8th working day following the match and in all cases by 6pm on the day before the commencement of the scheduled commencement of the sanction. The Club, Player and Match Officials will NOT be invited to attend. They will be dealing with the level of punishment only. The dismissal from the Field of Play will always remain on the record of the Club and the Player and be the subject of the administration fee and the appropriate number of penalty points for a sending off.

A claim may be withdrawn at any stage prior to it being heard by a Regulatory Commission without the relevant fee being payable.

The only decisions available to the members of the Regulatory Commission are:-

- (i) The punishment will remain with the fee being payable;
- (ii) Only where the Commission is satisfied that the Referee made an obvious error in dismissing the Player, the punishment will be withdrawn, the fee waived and that Section 11(g) of the procedure will not be invoked if the Player is sent off again following the offence.

The relevant fee is £125, which is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

8. NON-FIRST TEAM MATCHES

All misconduct reported from matches not deemed to be a FTCM (First Team Competitive Match) will be dealt with by the County Association to which the Club is affiliated. The Player will have the right to request an Appeal against decisions of County Associations in accordance with The Rules and Regulations of The Football Association.

DISMISSALS – EXCEPTIONAL CIRCUMSTANCES

Regulations 9 and 10 below are intended to apply only in truly exceptional circumstances. Regulatory Commissions considering cases under these Regulations will be specifically instructed to approach them in this way. It is envisaged that, in the vast majority of dismissals, the standard punishments set out in this Memorandum will be appropriate and will be applied.

The facilities available under Regulations 9 and 10 are provided only so exceptional cases may be rectified. They are not intended to encourage or lead to the systematic, regular review of standard punishments, and are reserved for truly exceptional cases.

9. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY EXCESSIVE

- (a) A Player and his Club may in very limited circumstances seek to limit the disciplinary consequences of the dismissal of a Player from the Field of Play by demonstrating to The Association that the circumstances of a particular dismissal were truly exceptional, such that the standard punishment applicable to that dismissal (as set out in section 11 below) would be clearly excessive.
- (b) All Players dismissed from the Field of Play shall be subject to at least a one match suspension, save for where a successful claim for wrongful dismissal is brought.
- (c) Claims that the standard punishment is clearly excessive brought under this Regulation may be lodged only for on-field offences which result in a sending off under Law 12(6) (offensive or insulting or abusive language/gestures), 12(1) (serious foul play), 12(2) (violent conduct) or 12(3) (spitting).
- (d) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the

correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.

- (e) The Club on behalf of the Player must, by 5pm on the second working day following the game, notify The Association by e-mail (Disciplinary@TheFA.com) of their intention to submit a claim. The claim will NOT proceed if this deadline is not met. The evidence upon which the claim is founded (which must include a video and/or DVD recording showing the incident from all available angles), must be submitted by the Player concerned or his Club by 5pm on the fourth working day following the incident. The claim must explain why the case is truly exceptional. The relevant fee is £125.

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

Failure to pay the fee in these circumstances will result in disciplinary action against the claimant.

A claim may be withdrawn at any stage prior to it being heard by a Regulatory Commission without the relevant fee being payable.

- (f) The Claim will be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (g) Players and Clubs should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (h) Once the claim is lodged with The Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

- I.
 - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements and video and other evidence provided in support of the claim, including details of the Player;
- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
- III. A claim will only be successful under this Regulation where a Claimant satisfies the Commission so that it is sure that –
 - (a) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
 - (b) As a result of the truly exceptional circumstances the standard punishment would be clearly excessive.
- IV. In considering the matters at III above, the Commission shall have regard to:
 - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;

- (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to an opponent caused by the dismissal offence;
- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the Player's punishment should be increased. If the Commission considers that the rejected claim had no prospect of success and/or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.
- In all other cases where a claim is rejected, the Player reported by the Referee shall serve the standard punishment as set out in this Memorandum. In all cases where a claim is rejected the fee shall be forfeited.
- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is set aside.
- The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal. This shall be in all cases a suspension of at least one match.
- In deciding on such punishment, the Commission shall have regard to:
- (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
- (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to an opponent caused by the dismissal offence;
- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.
- The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details. The fee shall be returned to the Club if it has already been paid.
- (j) As a general guide, the following schedule will apply:
- | Match Day | Notice of Claim | Claim Lodged | Commission |
|-------------|-----------------|--------------|------------|
| Fri/Sat/Sun | Monday | Wednesday | Thursday |
- (k) In the event that a Club submits a notification of their intention to claim but fails to complete the claim or withdraws a complete claim prior to it being considered by a Regulatory Commission, and The Association believes that the notification or claim had no prospect of success or amounted to an abuse of process, The Association may issue a charge of misconduct under FA Rule E3.

- (l) The decision of the Regulatory Commission in relation to a claim under this Regulation is final and binding on all parties and is not subject to appeal.

10. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY INSUFFICIENT

- (a) All Players dismissed from the Field of Play shall be subject to at least a one match suspension, save only for where a successful claim for wrongful dismissal is brought.
- (b) The Association may seek to increase the disciplinary consequences of the dismissal of a player from the Field of Play, where The Association is satisfied that the standard punishment that would otherwise apply following the dismissal is clearly insufficient.
- (c) Claims may be brought under this Regulation only for on-field offences which have resulted in a sending off under Law 12(1) (serious foul play), Law 12(2) (violent conduct), or Law 12(3) (spitting).
- (d) Where The Association brings such a claim, a Referee's report showing that a Player was dismissed for serious foul play under Law 12(1), violent conduct under Law 12(2), or spitting under Law 12(3) shall be conclusive evidence that the player has breached the relevant Law and shall not be subject to challenge, save for where any such dismissal is subject to a claim for wrongful dismissal.
- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.
- (f) Claims brought under this Regulation must be brought by 6pm on the third working day following the game in which the relevant dismissal occurred. Such a claim must include the evidence upon which the claim is founded (which must include the Referee's report and a video and/or DVD recording showing the incident from all available angles).
- (g) A Player must submit any Reply to the claim, including all evidence in support of that response, by 6pm on the third working day following the issue of the claim. If no Reply is received by The Association, the Commission shall consider the claim as if it had been denied by the Player.
- (h) Claims brought under this Regulation shall be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

 - I. (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements and video and other evidence provided in support of the claim.
 - (iii) The Reply and all evidence and submissions provided by the Player in response to the claim.

- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
- III. A claim will only be successful under this Regulation where The Association satisfies the Commission so that it is sure that:
- (i) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
 - (ii) The standard punishment would be clearly insufficient.
- IV. In considering the matters at III above, the Commission shall have regard to:
- (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
 - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
 - (c) Where applicable, the level of force used;
 - (d) Any injury to an opponent caused by the dismissal offence;
 - (e) Any other impact on the game in which the dismissal occurred;
 - (f) The prevalence of the type of offence in question in football generally;
 - (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it shall deliberate no further on the claim and the Player shall serve the standard punishment.
- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is set aside.
- The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal.
- In deciding on such punishment, the Commission shall have regard to the matters at 10(i)IV above.
- Any punishment imposed by the Commission shall be limited to a suspension from playing a specified number of matches in addition to the standard punishment ordinarily applicable to the relevant dismissal. The Commission shall not impose any other punishment on the Player.
- The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details.
- (j) As a general guide, the following schedule will apply:
- | Match Day | Notice and Evidence of Claim | Reply | Commission |
|-------------|------------------------------|------------------|-------------------|
| Fri/Sat/Sun | Wednesday | Following Monday | Following Tuesday |
- (k) The decision of the Regulatory Commission in relation to a claim under this Regulation shall be subject to appeal only (i) in the event that the penalty imposed (in addition to the ordinarily applicable standard punishment) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches (for example, where a Player is suspended for 8 matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension). Appeals under this Regulation shall proceed pursuant to Schedule C (Standard Directions for Appeals against decisions of Regulatory Commissions).

11. PUNISHMENTS

(a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY

- (i) If a Player accumulates five cautions in any Competition between the opening day of the Playing Season and the 30 November in the same Season, he will be suspended automatically for a period covering: -

One First Team Match plus a fine of £20

- (ii) If a Player accumulates five cautions in any Competition between the opening day of the Playing Season and the last day of the same Season, he will be: -

“Warned as to his Future Conduct”

- (iii) A Player who has already been subject to disciplinary action as a result of receiving five cautions and then goes on to receive a further five cautions during the same Season, will be subject to the following punishments: -
- (iv) If a Player accumulates ten cautions in any Competition between the opening day of the Playing Season and the second Sunday of March in the same Season, he will be suspended automatically for a period covering: -

Two First Team matches plus a fine of £20

If in the final match before the second Sunday of March a Player accumulates his tenth caution in any Competition since the opening day of the Playing season and then receives a second caution in the same match and consequently is dismissed, the Player will be suspended automatically for a period covering Two First Team Matches plus a fine of £20. This two match suspension will automatically apply in such cases, instead of the one match automatic suspension which would otherwise apply to a Player who is sent off for receiving two cautions in the same match.

- (v) If a Player accumulates ten cautions in any Competition between the opening day of the Playing Season and the last day of the same Season, he will be: -

“Severely Censured and Warned as to his future Conduct”

- (vi) If a Player accumulates fifteen cautions in any Competition between the opening date of the Playing Season and the last day of the same Season, he will be suspended automatically for a period covering: -

Three First Team matches plus a fine of £20

- (vii) A Player who has already been subject to disciplinary action as a result of receiving five, ten and fifteen cautions, and who goes on to receive 20 cautions in the same Season, shall be required to attend a meeting of a Regulatory Commission, within 14 days of the date of the last caution. The members of a Regulatory Commission shall have the power to deal with the Player in such manner as they deem fit. The same procedure will apply for every further five cautions received by the Player.
- (viii) Any period of suspension arising from cautions shall commence on the 7th day following the date of his last offence. The suspension shall cover all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches until such time as his Club's recognised Senior Team has completed the number of matches appropriate to the punishment in approved Competitions during the period covered by its opening match in the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition.

- (ix) Any period of suspension or part thereof which remains outstanding at the end of a Season must be served at the commencement of the next following Season.
- (b) **PLAYERS SENT OFF UNDER LAW 12 (7)**
- Subject to the provision of 11(a)(iv) above, a Player who is dismissed from the Field of Play for receiving a second caution in the same match will be suspended automatically from all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches commencing on the 7th day following the match in which he was sent off, until such time as his Club's recognised Senior Team has completed one match in an approved Competition during the period covered by its opening match in the National League (North and South) Divisions /Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition **plus a fine of £20**
- (c) **PLAYERS SENT OFF UNDER LAW 12 (4) and (5)**
- A Player who is dismissed from the Field of Play for denying a goal or an obvious goalscoring opportunity by physical means or by handling the ball, will be suspended automatically from all domestic League, League Cup and FA Challenge Cup and Trophy matches and Friendly matches commencing on the 7th day following the match in which he was sent off, until such time as his Club's recognised Senior Team has completed **one match** in an approved Competition during the period covered by its opening match in the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition **plus a fine of £20**
- (d) **PLAYERS SENT OFF UNDER LAW 12 (6)**
- A Player who is dismissed from the Field of Play for using offensive or insulting or abusive language/gestures whether he has previously been cautioned in the match or not, will be suspended automatically from all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches commencing on the 7th day following the match in which he was sent off, and until such time as his Club's recognised Senior Team has completed **two matches** in approved Competitions during the period covered by its opening match in the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition **plus a fine of £30**
- (e) **PLAYERS SENT OFF UNDER LAW 12 (1) and (2)**
- A Player who is dismissed from the Field of Play for Serious Foul Play under Law 12(1) or Violent Conduct under Law 12(2), or whether he has previously been cautioned in the match or not, will be suspended automatically from all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches commencing on the 7th day following the match in which he was sent off and until such time as his Club's recognised Senior Team has completed **three matches** in approved Competitions during the period covered by its opening match in the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition **plus a fine of £40**

(f) PLAYERS SENT OFF UNDER LAW 12 (3)

A Player who is dismissed from the Field of Play for spitting at an opponent or any other person, whether he has previously been cautioned in the match or not, will be suspended automatically from all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches commencing on the 7th day following the match in which he was sent off and until such time as his Club's recognised Senior Team has completed six matches in approved Competitions during the period covered by its opening match in the National League (North and South Divisions)/Isthmian/Northern Premier/ Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the National League (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition plus a fine of £40.

(g) ADDITIONAL SENDINGS OFF

Players dismissed from the Field of Play for a second time in the same Season, in addition to the automatic suspension applicable to the offence, will be suspended for one extra match.

A Player dismissed for a third time in the same Season will be suspended for an extra two matches, and so on. A Regulatory Commission, when dealing with a Claim of Wrongful Dismissal (section 7) has the power not to invoke a further one match suspension if it so desires.

(h) OUTSTANDING SUSPENSIONS

Any suspension or part thereof which remains outstanding at the end of a Season, must be served at the commencement of the next following Season.

(i) PLAYERS MOVING BETWEEN CLUBS

Where a Player moves between Clubs at a time when he is subject to a suspension from playing resulting from either these Disciplinary Procedures or any charge of Misconduct, the following shall apply –

- (a) Until the Player moves, the suspension shall be served by reference to matches completed by the Club that the Player moves from;
- (b) Where the Club that the Player moves to competes at the same level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to matches completed by the Club that the Player moves to;
- (c) Where the Club that the Player moves to competes at a different level from the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to matches completed by the Club that the Player moves from unless dispensation has been granted in writing by The Association for the suspension to be served with reference to matches completed by the Club that the Player moves to.

For the purposes of this section, Clubs compete at three different levels. Each level is comprised as follows –

- (i) The Premier League, Football League and National League;
- (ii) The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
- (iii) Steps 5 to 7 of the National League System, or any other league outside of the National League System which operates a match-based disciplinary system.

This section applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of the Association, however they occur.

This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

(j) **RULE E1 OF THE ASSOCIATION**

A charge of Misconduct (as defined in and) pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to an incident whether or not the same incident has been dealt with by the referee and/or pursuant to this Memorandum. In deciding whether or not to bring a charge under this regulation, The Association will have particular (but not exclusive) regard to the following:

- (a) Any applicable Law(s) of the Game or Rules and Regulations or FIFA instructions and/or guidelines;
- (b) The nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to any Participant caused by the incident;
- (e) Any other impact on the game in which the incident occurred;
- (f) The prevalence of the type of incident in question in football generally;
- (g) The wider interests of football in applying consistent sanctions.

A Regulatory Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum for the same incident when considering any punishment under Regulation 8.1 (Penalties) of the Regulations for Football Association Disciplinary Action.

(k) **PAYMENT TO PLAYERS UNDER SUSPENSION**

Clubs must not pay a Player more than his basic wage during the period of a suspension.

(l) **CLUBS IMPOSING FINES**

The responsibility for fining Players for field offences is left with the Club, who must notify The Football Association, without delay, the details of the fine in each case.

(m) **RE-ARRANGED MATCHES**

A Regulatory Commission shall have discretionary power to rule that a match shall not count towards the completion of a suspension if it is satisfied that the game has been arranged by the Club with a view to enabling the Player to complete his suspension and thus qualify him to play in a specific match.

(n) **COLLECTION OF ADMINISTRATION FEES AND FINES**

- (i) It will be the responsibility of the Club Secretary to collect the £10.00 administration fees from the Players concerned and forward them to The Football Association when requested so to do.
- (ii) Fines levied on Players must be collected by the Club Secretary from the Player concerned and forwarded to The Football Association when requested to do so.

12. DISCIPLINARY ACTION ON CLUBS FOR MISCONDUCT BY THEIR PLAYERS

- (a) Any Club that has six or more individual Players cautioned or Dismissed from the Field of Play in the same match will be offered a Standard Punishment. The sum of £500 will be the Standard Punishment for Clubs in the National League (North and South), and the Premier Divisions of the Isthmian, Northern Premier and Southern Leagues, and a fine of £250 will be the Standard Punishment for all other divisions for the first occasion during the Season. For a second/third/fourth etc. occasion in the same Season, the Standard Punishment on the Club will be a fine of £1000/£500, £1500/£750, £2000/£1000 etc. All clubs offered

a Standard Punishment may either accept it or request the opportunity to mitigate at a personal hearing before the Regulatory Commission.

Following such mitigation, the Regulatory Commission may impose, decrease or increase the Standard Punishment as it thinks fit.

- (b) Any Club whose Players accumulate a total number of Penalty Points in First Team matches between the start of the Season and 31 December (including any First Team match played on that day) which is 40% or more above the median number of points per game average in the same League, will be required to appear before the Regulatory Commission to explain the Players' conduct.

Following such explanation, the Regulatory Commission may order that a visit be made to the Club by representatives of The Association and/or PGMO or other appropriate body, in order to discuss and/or offer advice on the Club's disciplinary record.

Any Club whose Players accumulate a total number of Penalty Points in First Team matches during the whole Season which is 40% or more above the median number of points per game average in the same League, will be required to appear before the Regulatory Commission to explain the Players' conduct.

If the Club cannot provide a reasonable explanation for such occurrence, the Club will be liable to be warned and/or fined up to £1,000 for the Premier Divisions and £500 for all other Divisions for having permitted its Players to breach, or not having prevented its Players from breaching, the Laws of the Game in contravention of Rule E1(a) of The Association.

Where the Club concerned accumulated a total number of Penalty Points which is between 40% and 50% above the median number of points per game average in the same League, any fine will normally be suspended in whole or in part for a period of one year, unless the Regulatory Commission determines that this is not appropriate, in which case it will be imposed immediately.

Where the Club concerned accumulated a total number of Penalty Points which is more than 50% above the median number of points per game average in the same League, any fine will normally be imposed immediately, unless the Regulatory Commission determines that this is not appropriate, in which case it will be suspended in whole or in part for a period of one year.

In addition, the Regulatory Commission shall be entitled to order the Club to pay the cost of the Hearing to The Association. Any action taken by the Club to discipline its Players under Section 11(l) will be taken into consideration by the Regulatory Commission in its findings.

Any Club required to appear before a Regulatory Commission under this regulation must ensure that its first team manager and one of its Directors or Committee members attend the hearing.

In so far as this Regulation shall apply, the following Points will be recorded against a Club for First Team offences: -

For all recorded First team cautions	-	4 Points
For Sending off under Law 12 (4)(5) & (7)	-	10 Points
For Sending off under Law 12 (1)(2)(3) & (6)	-	12 Points
For First Team Players found guilty of Charges Under Rule E3 of The Association	-	12 Points

Where any sending off is subject to a successful claim for wrongful dismissal, no points shall be added to a club's accumulated points total in respect of it.

- (c) Proceeds of fines imposed under this section of the Disciplinary Procedures shall be disbursed as decided by The Football Association.

- (d) A Club required to appear before a Regulatory Commission shall be represented by at least one of its Directors and the Manager.
- (e) The Football Association reserves the right to prefer a Charge against a Club at any time during the Season arising from Field Offences committed by Players of the Club, all records will be reviewed to the 31st December annually and Clubs may be ordered to attend a Regulatory Commission to discuss a record that is deemed to be poor at that stage of the Season.

13. ASSAULTS ON MATCH OFFICIALS

Assaults on Match Officials are always regarded by The Association as serious and invariably attract substantial periods of suspension. Where a Match Official has reported an assault against him by a Player or official associated with a club in the FA Premier League, Football League or National League, The Association may use the powers set out at Rule E18 of The Association to impose an interim suspension order.

There are three categories of assault for the purposes of the results: -

- (i) MINOR ASSAULTS - for instance, jostling, holding, pushing
- (ii) ASSAULTS CAUSING BODILY HARM - for instance, more forceful degrees of (i) above
- (iii) SERIOUS ASSAULTS - for instance, where serious harm is caused, such as severe bruising or a broken nose.

14. SUSPENSION PENDING MISCONDUCT HEARING

In addition to the power of a Regulatory Commission to issue a suspension before charge pursuant to Rule E16, The Football Association shall have the power under this regulation to order that a Club Official, Club Employee or Player associated with the National League (North and South Divisions)/Isthmian/Northern Premier/Southern Leagues shall be suspended from all or any specific football activity for such period and on such terms and conditions as The Association considers fit (an "Interim Suspension Order").

An Interim Suspension Order issued under this regulation shall apply when the Club Official, Club Employee or Player has been charged by The Association in relation to an alleged act of serious Misconduct or with a criminal offence or by the League in connection with serious disciplinary action pursuant to relevant Regulations of the Leagues.

As soon as reasonably practicable, notification of an Interim Suspension Order shall be advised to the Club Official, Club Employee or Player and/or the Club and will be lifted when the charge of Misconduct is dealt with by a Regulatory Commission or the criminal charges are withdrawn or found not to be proved.

SECTION E

MEMORANDUM OF PROCEDURES

DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES

As set out in the Schedule hereto for Players associated with teams in all divisions of Leagues at Steps 5-7 of The National League system and below, including Youth Football.

These procedures also apply to County FA and League Representative Football.

This Memorandum cites procedures as they apply exclusively to Participants who are acting as Players when reported.

Save for serious or repeated proved misconduct, Participants offending in a capacity other than as Players in a match (at all levels) should not be suspended but be subject to any of a reprimand, a warning as to future conduct, a written undertaking not to repeat, a touch-line ban for a period of time, and a Fine (active or suspended for a given period), together with costs in proved guilty cases.

Subject to paragraph 11.5(h) below concerning Players moving between Clubs, for the purpose of these Procedures any referenced to a player's Club means the Club for which the Player was playing when he was cautioned, dismissed or reported for misconduct.

1. DEFINITIONS

- 1.1 In this Memorandum the words "**the Association**" refer to the appropriate County or other Affiliated Association, and the words "**the Association Secretary**" mean and include any person nominated to discharge a part of the regulatory and disciplinary administration of the Association as well as its actual secretary and Disciplinary Commission means a commission established by the appropriate County or other Affiliated Association.
- 1.2 Wherever gender is referred to in this Memorandum, either shall be inferred, as relevant.
- 1.3 All written communications from a player to the Association secretary must be sent by the secretary of the player's club unless the player is no longer registered with that club.
- 1.4 Every Association must set out in its rules or regulations a copy of these procedures, which are to be followed after a player has been cautioned or dismissed from the Field of Play while playing in a match for a club or a particular team of a club not dealt with by The Football Association.
- 1.5 Wherever "written" or "letter" is referred to in this Memorandum this is deemed to include communication by fax, e-mail or any other form of electronic online communication. Where an Association chooses to communicate by fax or e-mail or other electronic means, it must take all reasonable steps to ensure that the address or fax number used is current.
- 1.6 This Memorandum is effective from 1st July 2006 until further notice.
- 1.7 The term "**suspension**" in this Memorandum means the suspension is from playing football **ONLY** and any other sanction required for the period of suspension must be specified in the decision letter.
- 1.8 Any reference to cautions and sendings off in this Memorandum refers only to those received playing for teams subject to this Memorandum. Those received playing for teams not subject to this Memorandum will be separate and not added to the total received pursuant to this Memorandum.
- 1.9 The accumulation of cautions and sendings off within this memorandum are further categorised as Steps 5 to 7 Football, Saturday Football, Sunday Football, Midweek Football, Veterans Football and Representative Football.
- 1.10 Financial penalties for misconduct must not be imposed on any player in Youth Football. Where a Standard Punishment or Regulatory Commission decision applicable to a Youth

Football player includes any financial sanction then the player's club is liable for the sum imposed.

- 1.11 Youth Football is defined as any match for a team drawn from the age group of Under 18 and below.

2. TIMING

Disciplinary procedures shall commence no later than 90 days, and the outcome determined no later than 180 days from receipt of the report of alleged misconduct, or otherwise be void, unless dispensation is received from The Association in writing to extend or dispense with either or both of these time limits. If deemed reasonable, any period of delay requested or caused by the Participant will not count towards the 90/180 days. For all cases where an interim suspension order has been imposed or for a matter involving an abandoned match or for playing whilst under a suspension, the County must aim to conclude any proceedings within 28 days. The Association must use due diligence to charge and/or finalise cases within the above periods of time and must conform with the requirements set out in this Memorandum, subject to the effects of the adoption by the Association of any of the alternative and optional powers set out in paragraph 19.

3. ADMINISTRATIVE PROCEDURES – MATCH OFFICIAL REPORTS

An Association may reserve the right not to process a caution if the report is deemed to be invalid for any reason.

4. GENERAL

- 4.1 Without prejudice to the foregoing provisions of this Memorandum, an Association shall have the power to delegate to The Football Association or to another Affiliated Association its powers and duties to investigate and/or adjudicate in cases where it may be advantageous so to do.
- 4.2 If a referee omits to show the appropriate card when taking action against a player, this does not nullify the caution or sending-off offence. However, the attention of the referee should be drawn to the correct procedure.
- 4.3 A Participant consents to abide by the Laws of the Game, the Rules and Regulations of The Football Association or an affiliated Association and to reasonable proportionate disciplinary action when playing the game. The issue of a caution is a decision based on a question of fact on the Field of Play upon which the Referee's decision is final. The recording of the caution and the consequences that follow are both reasonable and proportionate. Cautions, not being the subject of appeal, do not breach the Human Rights Act 1998.
- 4.4 When a player is dealt with by a Disciplinary Commission cases must be dealt with on their merits and a punishment awarded consistent with the overall nature and effect of the offence(s); also the player's record of misconduct over the current and previous five seasons.
- 4.5 Associations will impose split suspension periods where matches have to be carried over to the following season. The last day of the first suspension period shall be the Player's team's last competitive match of the season. The suspension will recommence with that same team's start of the following season. Competitive matches are defined in paragraph 11.3.
- 4.6 It is the duty of the club secretary and the player, by the deadline stated on any notification, to ensure that the Association Secretary receives the completed player reply form with such information that includes: -
- (a) The full name and address of the Player.
 - (b) The Player's date of birth (and other personal identification data requested).

- (c) The name of each club for which the player is currently registered or was registered in the previous two seasons.
- (d) The signature of the Player concerned (where applicable).
- (e) The names of any school, college or other educational establishment currently attended by the Player.

If the Player is not available to sign the pro-forma document, the club should complete and return it indicating the reason for the non-completion together with the administration fee and confirmation as to whether or not the Player has been made aware of the contents. Any suspension order resulting from failure to comply with 4.6 (a)–(e) above shall be on the Club and the individual player, subject to Section 17 below.

- 4.7 Clubs may participate in an FA pilot programme as set out by Council and will be required to abide by the regulations and terms of that programme.
- 4.8 Payment of any fine or costs in respect of disciplinary matters (“Disciplinary Monies”) must be paid in accordance with the terms set out by the Association.

5. REPORTING OFFENCES BY MATCH OFFICIALS

(a) *Caution Offences*

Referees must submit to the relevant Association within two days of the match (Sundays not included) a Report stating the offence. Referee reports for all County Representative football must be sent to the appropriate County Association. All FA County Youth Cup matches will be dealt with by the appropriate County, but a copy of the report must be submitted to The Football Association.

(b) *Sending Off Offences and Extraordinary Incidents*

Referees and Assistant Referees must submit to the relevant Association within two days of the match (Sundays not included) a Report stating the offence(s) and giving a description of the incident(s). Referee reports for all County representative football must be sent to the relevant County Association. All FA County Youth Cup matches will be dealt with by the relevant County Association, with a copy of the report to The Football Association.

6. CAUTION OFFENCES

A Player who has been cautioned in a match, will be notified through his Club by the Association of the offence reported by the Referee. At the same time he will be advised of the total number of cautions recorded during the current season and, any punishment resulting from their accumulation. An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

7. SENDING OFF OFFENCES

A Player who has been sent off in a match under the provisions of Law 12 will be notified through his Club by the Association of the offence reported by the Referee, and at the same time advised that he will be subject to the agreed automatic punishment (see paragraph 11). An administration fee of £10.00 will be charged for the processing of each report.

Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

8. CLAIMS OF MISTAKEN IDENTITY

In the case of a claim of alleged mistaken identity concerning a player cautioned or sent off in a match, the PLAYERS concerned and the CLUB must within three working days of the match submit in writing to the Association particulars upon which the claim is founded, including the right to claim Wrongful Dismissal. If the Association Secretary, or his nominees, are satisfied that the claim warrants further investigation, a Disciplinary Commission shall be convened and will meet within the 14 days before any automatic penalty is due to take effect. If the members of the appointed Disciplinary Commission are satisfied that mistaken identity has been proved in a case, the record of the offence will be transferred to the appropriate offender, who will be subject to disciplinary action in accordance with the provisions of the current Procedures.

The relevant fee which MUST be included with the evidence is £50 for teams at Steps 5-7 in the National League System. For teams outside of the National League system the fee is £30, which may be retained if the claim is deemed to be unfounded and be used in full or in part to cover any costs incurred by a Disciplinary Commission. In the event of the fee not covering the amount of costs charged, an additional amount may be charged by the Disciplinary Commission.

9. CLAIMS OF WRONGFUL DISMISSAL

In the case of a claim of wrongful dismissal for offences with a penalty imposed under the Laws of the Game of an immediate dismissal (excluding Law S6, the use of offensive or insulting or abusive language/gestures or S7, receiving a second caution in a game), evidence upon which the claim is founded, which must include a video cassette recording/DVD showing the incident, if one is available, must be submitted by the player concerned and his Club, together with the relevant fee and MUST be received by The Association by the close of business of the fourth working day following the match (as below*). An indication by fax or e-mail (discipline@[insert name of county]fa.com e.g discipline@essexfa.com) on the second working day following the game is required to alert the Disciplinary Departments of the Association that a claim is to be submitted.

*** Saturday or Sunday game by Thursday**

Monday	-	Friday
Tuesday	-	Monday
Wednesday	-	Tuesday
Thursday	-	Wednesday
Friday	-	Thursday

(If Bank Holidays fall within the period, the appropriate number of extra days will be made available but the claim must still be heard by the scheduled commencement of the automatic penalty arising from the relevant dismissal.)

Once the claim is lodged with the Association and the claim has conformed with the criteria, the Club will then be advised whether the claim has been accepted or not.

An accepted claim will be placed before a Disciplinary Commission as soon as possible but no later than the eighth working day but in all cases before an automatic penalty is due to take effect. The Club, the player and Match Officials will NOT be invited to attend. The Disciplinary Commission will be dealing with the level of punishment only. The dismissal from the Field of Play will always remain on the record of the Club and the Player and be the subject of the administration fee and the appropriate number of penalty points for a sending off.

The only decisions available to the Members of the Disciplinary Commission are:-

- (i) The punishment will remain with the fee being retained;

- (ii) Only where the Commission is satisfied that the Referee made an obvious error in dismissing the Player, the punishment will be withdrawn, the fee returned and that paragraph 11.5(f) of the procedure will not be invoked if the Player is sent off again following the offence.

The relevant fee is £50 for teams at Steps 5-7 in the National League System. For teams outside of the National League system the fee is £30 and will be retained if the case is deemed to be unfounded and returned if any alterations are made to the offence or punishment.

10. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY INSUFFICIENT

- (a) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save only where a successful claim for wrongful dismissal is brought.
- (b) The Affiliated Association may seek to increase the disciplinary consequences of the dismissal of a player from the Field of Play, where the Affiliated Association is satisfied that the standard punishment that would otherwise apply following the dismissal is clearly insufficient.
- (c) Claims may be brought under this Regulation only for on-field offences which have resulted in a sending off under Law 12(1) (serious foul play), Law 12(2) (violent conduct), or Law 12(3) (spitting)
- (d) Where the Affiliated Association brings such a claim a Referee's report showing that a Player was dismissed for serious foul play under Law 12(1), violent conduct under Law 12(2), or spitting under Law 12(3) shall be conclusive evidence that the player breached the relevant Law and shall not be subject to challenge, save for where any such dismissal is subject to a claim for wrongful dismissal
- (e) The Disciplinary Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the club and the player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for the sending off.
- (f) Claims brought under this Regulation shall be determined based on written or oral evidence. The Match Officials, Club and Player are entitled to be present or represented at the Disciplinary Commission if the Player elects for a personal hearing.
- (g) If possible, prior to the commencement of the suspension, but in all cases before the completion of the standard punishment applying to the dismissal that is subject of the claim, a Disciplinary Commission will be convened to decide the matter on any relevant documentary, video and oral evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:
 - I. The Commission Secretary will produce;
 - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
 - (ii) All statements, video and other evidence provided in support of the claim.
 - (iii) The Reply and all evidence and submissions provided by the Player in response to the claim.

- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
- III. A claim will only be successful under this Regulation where The Association satisfies the Commission so that it is sure that:
 - (i) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
 - (ii) The standard punishment would be clearly insufficient.
- IV. In considering the matters at III above, the Commission shall have regard to:
 - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
 - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
 - (c) Where applicable, the level of force used;
 - (d) Any injury to an opponent caused by the dismissal offence.
 - (e) Any other impact on the game in which the dismissal occurred.
 - (f) The prevalence of the type of offence in question in football generally.
 - (g) The wider interests of football in applying consistent punishment for dismissal offences.
- V. If the Commission's decision is to reject the claim, it shall deliberate no further on the claim and the player shall serve the standard punishment.
- VI. If the Commission's decision is that the claim is successful, the commission will then decide on the additional punishment to be applied to the Player in respect of the dismissal. In deciding on such punishment, the Commission shall have regard to the matters at 10(g) IV above.
 - (h) The decision of the Disciplinary Commission in relation to a claim under this regulation shall be subject to appeal only
 - (i) in the event that the penalty imposed (in addition to the ordinarily applicable standard punishment) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches (for example, where the Player is suspended for eight matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension). Appeals under this Regulation shall proceed subject to the Regulations for Football Association Appeals.

11. PUNISHMENTS

- A. FRIENDLY MATCHES (any Match sanctioned or regarded by The Football Association or other sanctioning Association as a Friendly Match)

- (a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY

The Association shall not impose any sanction in respect of cautions administered during Friendly Matches. Where sanctions are imposed in respect of cautions on Participants with their agreement (e.g. as part of tournament rules), any such sanction may only apply

to Friendly Matches and shall not apply to the accumulation of cautions for continuing misconduct under paragraph 11.4 of this Memorandum.

(b) PLAYERS SENT OFF UNDER LAW 12

A player dismissed from the Field of Play will be suspended automatically from Friendly Matches until such time as his Club has completed its next Friendly Match, as decided by the relevant County Football Association.

(c) RULE E1 OF THE ASSOCIATION

A charge of Misconduct pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to any incident arising in a Friendly Match notwithstanding that the same incident has been dealt with pursuant to this Memorandum. A Disciplinary Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum, and any suspension imposed will be from playing all football.

B. COMPETITIVE MATCHES

11.1 Any period of suspension automatically imposed for a dismissal from the field of play will commence 14 days from the date of the offence irrespective of whether paperwork has been received from the relevant Association. The suspension will be complete once the Player's team has completed the appropriate number of matches, in approved competitions, according to the suspension as defined below under 11.3. In respect to County FA and League Representative football, any suspensions will be from Representative football only and not any other level of football unless a Disciplinary Commission has specified that the suspension is to be from all football.

11.2 Any period of suspension automatically imposed as a result of cautions under 11.4 will commence 14 days from the date of the last offence irrespective of whether paperwork has been received from the relevant Association. The suspension will be complete once the Player's team has completed the appropriate number of matches, in approved competitions, according to the suspension as defined below under 11.3.

11.3 The matches that can be used to clear a Player of suspension are those to be played in a domestic competition organised by The Football Association (including The FA Challenge Cup, and The FA Vase and FA Sunday Cup), the League in which the Team play (including their League Cup(s)) and the Team's County Cup Competitions. In addition, any Competition in which a Club participates may also be considered providing that such a Competition has been designated as a qualifying competition by the sanctioning authority prior to the commencement of the season.

During periods of automatic suspension, the Player is suspended from playing only for the day type category that the Player's team usually plays in (including friendly matches and other Cup Competitions). If the suspension is for a Saturday team, the suspension is from all Saturday team football (including midweek fixtures) only and if for a Sunday team, for all Sunday team football only (including midweek fixtures). If an automatic suspension arises from a send-off, or as a result of cautions accumulated under 11.4, a player will remain eligible to play in matches that cannot be used to clear a player's suspension outlined above. If the suspension is as a result of a misconduct charge, during the whole period of suspension the Player is suspended from playing all football (including friendly matches and other Cup Competitions). The categories of football affected by this regulation are Saturday, Sunday, Midweek, Veterans and Representative football. This will be deemed to be a suspension from playing only, unless specified otherwise by a Disciplinary Commission.

In exceptional cases where an application has been made to the County FA by the participant that the suspension from all football is considered as being disproportionately harsh due to the period taken to serve the suspension in relation to the other categories of

football, the matter may be reviewed only by The Football Association and may then be amended to a category type suspension, at the Football Association's discretion.

Where a Player has to serve more than one suspension at the same time the following criteria will apply:

- (i) Any suspensions awarded under the provisions of these procedures and due to commence on the same date will result in the total number of matches involved running consecutively.
- (ii) Any suspensions that overlap, in that the next one starts before the previous one ends will also run consecutively as above.
- (iii) Matches cannot be used more than once to cover two or more suspensions.
- (iv) Any suspension imposed under the provisions of these procedures that is or will be affected by a period based suspension will automatically commence 14 days from the date of the offence. The matches to be used in relation to this suspension may be before and/or after the period based suspension. The two suspensions cannot run concurrently.

11.4 Cautions Administered On The Field Of Play

- (a) (i) If a Player accumulates five cautions within the same category of football, but receives the 5th caution between the opening day of the Playing Season and the 31st December in the same Season, he will be suspended automatically for a period covering **One match plus a fine of £15**.
- (ii) If a Player accumulates five cautions within the same category of football between the opening day of the Playing Season and the last day of the same Season, he will be warned as to his Future Conduct.
- (iii) A Player who has already been subject to disciplinary action as a result of five cautions and then goes on to receive a further five cautions during the same Season, will be subject to the following punishments: -
- (iv) If a Player accumulates ten cautions within the same category of football between the opening day of the Playing Season and the second Sunday of April in the same Season, he will be suspended automatically for a period covering **Two matches plus a fine of £15**.

If in the final match before the second Sunday of April a player accumulates his tenth caution in any Competition since the opening day of the Playing season and then receives a second caution in the same match and consequently is dismissed, the player will be suspended automatically for a period covering Two Matches plus a fine of £15. This two match suspension will automatically apply in such cases, instead of the one match automatic suspension which would otherwise apply to a player who is sent off for receiving two cautions in the same match.

- (v) If a Player accumulates ten cautions within the same category of football between the opening day of the Playing Season and the last day of the same Season, he will be **Severely Censured and Warned as to his future Conduct**.
- (vi) If a Player accumulates fifteen cautions within the same category of football between the opening date of the Playing Season and the last day of the same Season, he will be suspended automatically for a period covering **Three matches plus a fine of £15**.
- (vii) For the purposes of this section, Clubs compete at six different levels. Each level is comprised as follows –
 - (a) The Premier League, Football League and National League (National);

- (b) The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
 - (c) Steps 5 to 7 of the National League System;
 - (d) Any other youth or adult league outside of the National League System which operates a match-based disciplinary system and is further categorised as Saturday, Sunday and Midweek;
 - (e) Veterans football;
 - (f) Representative Football.
- (viii) Any period of suspension or part that remains outstanding at the end of a Season must be served at the commencement of the following Season.
- 11.5 (a) **PLAYERS SENT OFF UNDER LAW 12 (7)**
 Subject to the provision of 11.4(a)(iv) above, a Player who is dismissed from the Field of Play for receiving a second caution in the same match will be suspended automatically commencing on the 14th day following the match in which he was sent off, until such time as his Team has completed one match in an approved competition, as per 11.3, **fined the sum of £20**. Players who play outside the National League System will be fined the sum of £15.
- (b) **PLAYERS SENT OFF UNDER LAW 12 (4) and (5)**
 A Player who is dismissed from the Field of Play for denying a goal or an obvious goal-scoring opportunity by physical means or by handling the ball, will be suspended automatically commencing on the 14th day following the match in which he was sent off, until such time as his Team has completed one match in an approved competition, as per 11.3, **fined the sum of £20**. Players who play outside the National League System will be fined the sum of £15.
- (c) **PLAYERS SENT OFF UNDER LAW 12 (6)**
 A Player who is dismissed from the Field of Play for using offensive or insulting or abusive language/gestures whether he has previously been cautioned in the match or not, will be suspended automatically commencing on the 14th day following the match in which he was sent off, until such time as his Team has completed two matches in an approved competition, as per 11.3, **fined the sum of £30**. Players who play outside of the National League System will be fined the sum of £25.
- (d) **PLAYERS SENT OFF UNDER LAW 12 (1), and (2)**
 A Player who is dismissed from the Field of Play for Serious Foul Play under Law 12(1), or Violent Conduct under Law 12(2), or whether he has previously been cautioned in the match or not, will be suspended automatically commencing on the 14th day following the match in which he was sent off, until such time as his Team has completed three matches in an approved competition, as per 11.3, **fined the sum of £40**. Players who play outside of the National League System and commit the offence of Serious Foul Play will be fined the sum of £25.
- (e) **PLAYERS SENT OFF UNDER LAW 12(3)**
 A Player who is dismissed from the Field of Play for spitting at an opponent or any other person, whether he has previously been cautioned in the match or not, will be suspended automatically commencing on the 14th day following the match in which he was sent off, until such time as his Team has completed six matches in an approved competition, as per 11.3, fined the sum of £40.

(f) ADDITIONAL SENDINGS OFF.

Players dismissed from the Field of Play for a second time in the same Season, in addition to the automatic suspension applicable to the offence, will be suspended for one extra match. A Player dismissed for a third time in the same Season will be suspended for an extra two matches, and so on. A Disciplinary Commission, when dealing with a Claim of Wrongful Dismissal (paragraph 9) has the power not to invoke a further one match suspension if it so desires.

(g) OUTSTANDING SUSPENSIONS

Any suspension or part thereof which remains outstanding at the end of a season, must be served at the commencement of the following season.

(h) PLAYERS MOVING BETWEEN CLUBS

Where a Player moves between Clubs at a time when he is subject to a suspension from playing resulting from either these Disciplinary Procedures or any charge of Misconduct, the following shall apply –

- (a) Until the Player moves, the suspension shall be served by reference to matches completed by the Team that the Player moves from;
- (b) Where the Club that the Player moves to competes at the same level as the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to matches completed by the Club that the Player moves to;
- (c) Where the Club that the Player moves to competes at a different level from the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to matches completed by the Club that the Player moves from unless dispensation has been granted in writing by The Association for the suspension to be served with reference to matches completed by the Club that the Player moves to.

For the purposes of this section, Clubs compete at four different levels. Each level is comprised as follows –

- (i) The Premier League, Football League and National League (National);
- (ii) The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
- (iii) Steps 5 to 7 of the National League System;
- (iv) Any other youth or adult league outside of the National League System which operates a match-based disciplinary system and is further categorised as Saturday, Sunday and Midweek.

This section applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of the Association, however they occur.

This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

Players who are otherwise eligible (i.e. but for any suspension) to play for two or more Clubs competing in any league at level (iii) above will not be taken to have moved between those Clubs for the purposes of this regulation by virtue only of the fact that they are so eligible to play for them.

- (i) **RULE E1 OF THE FOOTBALL ASSOCIATION**
 A charge of Misconduct (as defined in and) pursuant to Rule E1 of the Rules of The Football Association may be brought against a player in relation to an incident, notwithstanding that the same incident has been dealt with pursuant to this Memorandum. A Disciplinary Commission considering a charge under Rule E1 of The Football Association in such circumstances, shall have regard to any punishment imposed under this Memorandum when considering any punishment under paragraph 18 of the Disciplinary Procedures to be used at Personal Hearings before Commissions requested by Participants of Clubs and Clubs dealt with by the Associations.
- (j) **PAYMENT TO PLAYERS UNDER SUSPENSION**
 Clubs must not pay a Player more than his basic wage during the period of a suspension.
- (k) **RE-ARRANGED MATCHES**
 A Disciplinary Commission shall have discretionary power to rule that a match shall not count towards the completion of a suspension if it is satisfied that the game has been arranged by the Club with a view to enabling a Player to complete his suspension and thus qualify him to play in a specific match.
- 12. RESPECT SANCTIONS**
- 12.1 Any team that accumulates a number of Qualifying Offences of the RESPECT code will be liable for sanction as outlined below.
- 12.2 A Qualifying Offence is defined as a caution for dissent, dismissal for abusive, offensive or insulting language or any proven charge of Misconduct by players or any occupants of the technical area on a match day.
- 12.3 Automatic sanctions will be applied in accordance with the following thresholds and tariff:
- (a) Stage 1 – Accumulation of 6 incidents of Qualifying Offences - a warning as to future conduct will be issued.
- (b) Stage 2 – Accumulation of 10 incidents of Qualifying Offences -
- | | |
|----------------------------------|--------|
| Step 5 | - £150 |
| Step 6 and 7 | - £75 |
| Outside NLS
(including Youth) | - £50 |
- (c) Stage 3 – Accumulation of 15 occurrences of Qualifying Offences – Sanctions to be double those of Stage 2.
- (d) Stage 4 – Accumulation of 20 incidents of Qualifying Offences (and for each subsequent 5 Qualifying Offences) – Charge under FA rule E20 – relating to the conduct of players.
- 12.4 Each sanction will also include an administration charge, currently £10.
- 12.5 A club may submit a written plea in mitigation in respect of the automatic sanctions applicable at Stage 2 and Stage 3.
- 12.5 There is no right of appeal in relation to the sanctions imposed up to and including Stage 3.
- 13. DISCIPLINARY ACTION ON CLUBS FOR MISCONDUCT BY THEIR PLAYERS**
- 13.1 Any team within the National League System who has six or more individual Players cautioned or Dismissed from the Field of Play in the same match will be automatically fined the sum of £150 (£75 for Step 7) for the first occasion during the Season. For a second/

- third/fourth etc. occasion in the same Season, the fine on the Club will be £300/£450/£600 etc. (£150/£225/£300 for Step 7).
- 13.2 Any team competing outside of the National League System who has six or more individual Players cautioned or Dismissed from the Field of Play in the same match will be charged and warned as to their future conduct for the first occasion during the Season. For a second/third/fourth etc. occasion in the same Season, the fine on the Club will be £25/£50/£75 etc.
- 13.3 In truly exceptional circumstances a Club may submit a written plea in mitigation against the imposition of a fine imposed under this paragraph 12.
- 13.4 A Club's disciplinary record will be based on a points system, dependent on the type of offence, as follows:
- (a) Cautions
1 point for each offence, with the exception of dissent, which will attract 2 points.
 - (b) Send Offs
S1 – Serious Foul Play - 5 points
S2 – Violent conduct - 6 points
S3 – Spits at a an Opponent - 7 points
S4 & S5 – Denies an Obvious goal scoring opportunity - 3 points
S6 – Abusive, Insulting or Offensive Language - 4 points
S7 – Second cautionable offence – 3 points
 - (c) Misconduct charges
5 points each, subject to any increase by the Disciplinary Commission
- 13.5 A Club would be liable for a charge under FA Rule E20 in the following circumstances:
- (a) Any team within the Club has a points tally that reaches 75 points
 - (b) Any team within the Club reaches Stage 4 of the RESPECT sanction process
 - (c) The Club has been charged with Misconduct and the cases proven on two occasions where the game has been abandoned as a result of the Misconduct.
 - (d) The Club has four or more incidents of violent conduct across any of its teams. Violent conduct includes all dismissals for violent conduct and any charge of Assault on a Match Official, physical contact on a Match Official or Assault Participant on Participant
 - (e) The Club has two or more E3(2) charges raised against any player in a 12 month period.

14. ABANDONED MATCHES

When a referee's report indicates that a match has been abandoned due to misconduct of either team, The Football Association or appropriate Affiliated Association shall without delay investigate the official's report. If after such investigation, the chairman and secretary of the Association, or their nominees, are satisfied that a prima facie case can be made out against the Club/participants, such steps shall be taken as are necessary to ensure that a charge is preferred and that a Disciplinary Commission meets to consider the charge within 28 days of the date of the charge letter.

15. THREATENING OR PHYSICAL OFFENCES AGAINST MATCH OFFICIALS

The following Regulations shall apply at all levels of the game (excluding the 6 designated Leagues):

- 15.1 In addition to assisting a match official who has reported an offence against him, The Football Association or appropriate Association shall without delay investigate the

match official's report and if, after such investigation, the chairman and secretary of the Association or their nominees are satisfied that a prima facie case can be made out against the alleged offender where there has been physical contact, attempted physical contact or an Assault on the referee they shall immediately suspend the alleged offender from all football activities until a Disciplinary Commission has adjudicated on the matter.

They will take such steps to notify him of the suspension, ensure that a charge is preferred and that a Disciplinary Commission meets to consider the charge within 28 days of (the date of) the interim suspension.

15.2 There are three categories of offence:

- (a) Threatening Behaviour: words or actions that cause the official to believe that he/she is being threatened.
- (b) Physical Contact or Attempted Physical Contact: e.g. participant pushes the referee, pulls the referee (or his clothing/equipment), barges, or kicks the ball at the official causing no injury and/or attempts to make physical contact with the official e.g. attempts to strike, kick, butt, barge or kick the ball at the official
- (c) Assault: participant acts in a manner which results in an injury to the official. This category includes spitting at the official whether it connects or not.

15.3 Should the participant accept the charge, the match officials will not be required to attend a Disciplinary Commission. Should the charge be denied, the appropriate match official(s) may be required to attend the Commission.

15.4 All offences against match officials in the above three categories will be monitored by The Football Association. The Football Association may request an explanation for any variation of the recommended punishments set out in 14.5 below. (If a match official who has reported a participant for an offence against him makes a written request for notification of the decision and punishment awarded such must be made available to him at the earliest opportunity).

15.5 Recommended punishments for a person found guilty of an offence against a match official are as follows:

- (a) Threatening Behaviour:
 - suspension from all football activities for a period of 112 days/12 matches
 - plus a fine of up to £100.
- (b) Physical Contact or Attempted Physical Contact:
 - suspension from all football activities for a period of 182 days
 - plus a fine of up to £150.
- (c) Assault:
 - suspension from all football activities indefinitely (sine die) with no review for at least 5 years from the date of the suspension. Where the assault causes serious injury the review period should be extended to 10 years.

(Note the above are recommended sanctions and should only be varied where appropriate aggravating or mitigating factors are present).

16. ASSAULTS BY PARTICIPANTS ON OTHER PARTICIPANTS

16.1 When a referee's report indicates that a Participant has perpetrated an assault on another Participant causing serious bodily harm before, during or after a match, The Football Association or appropriate Affiliated Association may, as in cases of assaults on match officials, without delay investigate the official's report. If after such investigation, the chairman and secretary of the Association, or their nominees, are satisfied that a prima facie case can be made out against the alleged offender, such steps shall be taken as are

necessary to ensure that a charge is preferred and that a Disciplinary Commission meets to consider the charge within 28 days of the date of the charge letter. The alleged offender shall not participate in any football activity from the date when he is notified of the charge until a Disciplinary Commission has heard and adjudicated on the matter.

- 16.2 The recommended punishments for such offences are set out below: -

<i>Offender</i>		
(a)	Player	A suspension for a minimum of 140 days plus £150 fine for a first offence but, depending on severity, <i>sine die</i> with no review for five years.
(b)	Club Official	As for (a) above but: <ul style="list-style-type: none"> (i) If on a Player or other Official but not a Match Official; suspension from all football and football activities (ii) If on a Match Official – section 10 above will apply.
(c)	Match Official	As for Match Officials assaulted by a Player. But a recommendation will be made to the relevant Referees' Committee that the registration be removed and no request for reinstatement will be allowed until the suspension has been completed or removed.

17. FAILURE TO COMPLY

- 17.1 When the provisions above are not complied with, the Player's right to a Personal Hearing or to make a plea in mitigation is forfeited and the Disciplinary Commission may deal with the reported misconduct on such evidence as is available.

- 17.2 Failure on the part of the Player or his Club Secretary to discharge any of the requirements set out in this Memorandum may constitute misconduct, which may result in a further charge against the Player, his Club, or both. (In any case, save for replies to Misconduct Charges, a late fine, currently £20, will be levied in addition to the original charge and a further seven days given to respond to the charge. Failure to respond within the seven days will result in the Team and Player being suspended from all football activities from the following Monday until the provisions above have been complied with).

The Club Secretary must make the Player aware of the applicable Standard Punishment where an automatic sanction applies. The Club Secretary must sign and return the reply form to the appropriate Affiliated Association by the response date. By signing the form the Club Secretary is confirming that he has made the Player so aware.

Where an individual has been charged with Misconduct both the Club Secretary and the individual will be required to sign and return the form to the appropriate Association.

- 17.3 When dealing with compliance issues the Association must consider the following:-
- (a) whether the Player has responded to his Club;
 - (b) whether the Club has failed to pass on his reply;
 - (c) whether the Club has informed the Association that the Player has failed to respond;
 - (d) whether the Player has left the Club.

18. SUSPENSION PENDING MISCONDUCT HEARING

- 18.1 The appropriate Affiliated Association shall have the power, in consultation with The Football Association to order that an Official of a Club affiliated to or a Player registered with that Association, and not one associated with the 6 designated Leagues, shall be suspended from all or any specific activity for such period and on such terms and conditions

as agreed by The Football Association and the Association considers appropriate (an "Interim Suspension Order").

- 18.2 The Interim Suspension Order shall apply when the Club Official or Player has been charged by the Affiliated Association in relation to an alleged act of serious misconduct, or with a criminal offence, or by a League sanctioned by the Affiliated Association or the Football Association in connection with disciplinary action pursuant to relevant regulations of the League.
- 18.3 As soon as reasonably practicable notification of an Interim Suspension Order shall be advised to the Player and/or the Club and will be lifted when the charge of misconduct is dealt with by a Disciplinary Commission or the criminal charges are withdrawn or found not to have been proved.

19. PERSONAL HEARING

(See also: General Provisions relating to Inquiries, Commissions of Inquiry, Regulatory Commissions of The Association, Other Disciplinary Commissions and Appeal Boards; and Disciplinary Procedures to be used at Personal Hearings before Commissions requested by Participants of Clubs and Clubs dealt with by County and Other Affiliated Associations).

- 19.1 The notification indicating a misconduct charge must inform the player of the right to request a Personal Hearing in respect of the alleged offence and must also indicate that in the event of the charge being proved there will be a liability to be ordered to pay all or part of the costs of the Personal Hearing, which costs may include a part of the overhead expenses of the Association attributable to the hearing. Similarly, in cases where the rules or regulations of the Association require the deposit of a fee for a Personal Hearing, (as determined by the Council - currently £50 for Participants in the National League System and £30 for Participants outside of the National League System), at the time of such request the player must be informed that the fee is liable to be forfeited in full or in part if the charge is proved, in addition to any fine which may be imposed. In an unproved case neither a fee may be retained, nor may Disciplinary Commission costs be levied, either for a Personal Hearing or for any other "non-Personal Hearing" case. (Disciplinary Commission costs cannot be levied in cases where a Player has been instructed to appear before a Disciplinary Commission).
- 19.2 Upon receiving a request for a Personal Hearing in respect of an alleged offence, the Association will appoint a Disciplinary Commission of not less than three nor more than five members to hear and adjudicate upon the charge. In the case of a player under the age of 18 years of age on the date fixed for the hearing, it shall take place either in the presence of a parent or guardian of the player or another appropriate adult.
- 19.3 Fines must not be imposed on children in youth football [Section 1.5(b)]. Any fine and administration charges arising out of misconduct by a child must be levied on the club.
- 19.4 The Player, through his Club Secretary, must be given the date, time and venue fixed for the Personal Hearing and arrangements made for the attendance before the Disciplinary Commission of any witnesses in support of the charge, in particular the match official(s) on whose report the charge has been brought. At a Personal Hearing of a charge a Disciplinary Commission may adopt such procedures as it considers appropriate and expedient for the just determination of the charge brought before it. A Disciplinary Commission shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.
- 19.5 The person charged and the Match Official(s) concerned should be given a minimum 14 days' notice of details of the Personal Hearing. Any written request to the Commission for a postponement of the hearing should be given consideration.
- If the reason submitted is considered valid, then a postponement should be granted, and in such circumstances costs may be charged. A request for a second postponement by the same party should not be granted.

- 19.6 If the charge is found not proved, any record of it will be expunged. If the charge is found proved the Disciplinary Commission will decide what punishment, if any, is to be imposed. In so doing, members of the Disciplinary Commission must consider the overall nature and effect of the offence(s) and the Player's previous record and any plea for leniency. If charging costs the Personal Hearing fee must be taken into account.
- 19.7 Except when an Appeal has been lodged, any fines or costs that are ordered must be paid before the expiry of 14 days from the date of the order. Failure to pay within such period is deemed to be misconduct punishable by censure, a further late fine and/or suspension as determined by a Disciplinary Commission. This second Disciplinary Commission shall have the power to consider the matter on 48 hours notice and the power to suspend for continuing non-payment. (In any case, a late fine, currently £20, will be levied in addition to the original charge and a further seven days given to respond to the charge. Failure to respond, the Team and Player being suspended until the provisions above have been complied with.) The Player and his Club are jointly and severally responsible for payment of the fine and costs. The Club shall take such action as may be necessary to recover any sum paid on the Player's behalf. The rules or regulations of an Association must provide for disciplinary action to be taken against a Player who fails to reimburse his Club in accordance with the Football Debt Recovery (Section 20) regulations approved by Council.
- 19.8 A Disciplinary Commission shall comprise members appointed by the Association. The appointed members of such Disciplinary Commissions shall have no previous personal knowledge of the events or any involvement with any of the participants concerned.
- 19.9 Participants shall have the right to appeal decisions of Disciplinary Commissions to an Appeal Board of The Football Association where the sanction imposed is in excess of 2 matches and/or a £25 fine. The Player and/or the Club for which the Player was playing at the time may appeal within 14 days of the sending of the decision notification. The FA shall also have the right to appeal decisions of Disciplinary Commissions to an Appeal Board of The Football Association. There shall be no further right of challenge in respect of decisions of Disciplinary Commissions, which are otherwise final and binding.
- 19.10 The decision of the Association will be sent by first-class post or by e-mail to the Secretaries of all clubs for whom the Player is known to be currently playing and to the Player's home address if known. Each of these secretaries is responsible for informing the Player of the decision.
- 19.11 The commencement date of any suspension imposed on a Player is at the discretion of the adjudicating Disciplinary Commission, subject to the suspension starting on a Monday. Such date must allow for the 14-day period permitted for an appeal.
- 19.12 Referees and Assistant Referees may be told the result of a hearing on the next working day, should they request to be told, subject to the participant being aware of the decision.

20 FURTHER DISCIPLINARY ACTION

An Affiliated Association in formulating its rules and regulations for misconduct may adopt and include some or all of the following powers: -

- 20.1 To make an order that a Club whose players are persistently found guilty of misconduct
- (a) Be censured and/or fined in accordance with the approved penalty point process
 - (b) May have its affiliation suspended or cancelled
- 20.2
- (a) Any other power approved in writing by The Football Association
 - (b) Any optional or alternative power granted to an Affiliated Association in accordance with Section 2(a) shall continue from year to year until such time as the approval is withdrawn. Such approval may be withdrawn by notice in writing from The Football Association given before 30th April, in any year.

FOOTBALL DEBT RECOVERY

This memorandum is applicable to Participants at Steps 2 and below only.

Limited to £50 minimum total claim, except for the recovery of Disciplinary Monies.

- 1 Associations are required to operate a system to collect football debts on behalf of Affiliated Clubs, Affiliated Leagues and Other Associations. Associations cannot use their football debt recovery system in respect of under 18 players of teams participating in under 18 competitions, but may do so in respect of any adult Club Official of any such team's Club.
- 2 Save for disciplinary fines and costs, football debts are defined as those costs where actual monies have been expended arising directly from football activity, and as such would include (but not be limited to), match costs (e.g. Match Fees), playing expenses (e.g. pitch hire) and League costs (repair to Cups, etc). Incidental costs (e.g. fund raising activities, Club Subscriptions) do not fall within the scope of Football Debt Recovery. League fines do not fall within the scope of Football Debt Recovery where a Club remains in membership of the League to which they owe money, or disbands without having played a competitive fixture in that League in the season that any fine accrues.
- 3 Associations may take action against individuals or groups of individuals. Individuals may be pursued where they are refusing to reimburse an individual club for a qualifying debt. Where a Club has folded its qualifying debts may be apportioned against its registered members and officers, and action taken against them individually to recover the club's debt.
- 4 Where a Club's debts are apportioned to individuals they must then be treated as individuals, and any disciplinary action must not be linked to the recovery of the total debt.
- 5 It is incumbent on the creditor to take reasonable steps to recover the debt before asking their parent Association to take action. This would normally include approaching the debtor personally as well as contacting them in writing to seek payment.
- 6 The Parent Association should be approached as soon as it is clear there is a problem. In all cases this should be within 28 days of formal payment being requested, and 112 days of the debt being incurred.
- 7 The Creditor, on presenting a claim for recovery, must pay on advance an administration fee of £25 per debt to be recovered. This figure is added to the total debt to be recovered and forms part of the £50 minimum limit. In addition, the creditor must supply the Full Name, Date of Birth and last known address of the individuals responsible for the debt. The County Football Association must not place a participant under suspension under the Football Debt Recovery scheme without this information.
- 8 Upon receipt the Association must immediately take steps to verify whether the debt is valid and notify the creditor and debtor of its decision.
- 9 Upon being satisfied that a Qualifying debt exists the Association must apportion the debt on a pro-rata basis and notify the individual or individuals concerned. The Association may add an additional Administration Fee of £1 to each individual's pro-rata debt.
- 10 Upon being notified, an individual must pay the debt within 21 days of the issue of the notification letter or appeal in accordance with the appeal procedures. If payment or appeal is not received the individual will be suspended sine die until the debt is paid and he/she is notified that the suspension has been lifted. This suspension will commence from (and include) the 22nd day after the date the notification was issued.

THE DISCIPLINARY PROCEDURES TO BE USED AT PERSONAL HEARINGS BEFORE DISCIPLINARY COMMISSIONS REQUESTED BY PARTICIPANTS OF CLUBS AND CLUBS DEALT WITH BY COUNTY AND OTHER AFFILIATED ASSOCIATIONS.

PERSONAL HEARINGS BEFORE A DISCIPLINARY COMMISSION

- A. Subject to the Rules of The Football Association, a Disciplinary Commission may adopt such procedures at a Personal Hearing of a Charge as it considers appropriate and expedient for the just determination of the Charge brought before it.
- B. A Disciplinary Commission shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceedings before a Court of Law.
- C. A Disciplinary Commission must be chaired by a Chairman that has completed The FA Chairman training and passed the online assessment within the previous 2 years.
- D. A Commission Secretary must attend all Disciplinary Commissions. Neither the Commission Chairman nor any of the Commission Members may act as Commission Secretary.
- E. The Commission Secretary must have completed The FA Secretary training and passed the online assessment within the previous 2 years (this requirement shall become effective from the 2017/18 Season).
- F. A Disciplinary Commission may appoint members from outside of the Affiliated Association Council. Members of the County Local Football Association Anti-Discrimination Panel are eligible for all Commission appointments and are co-opted members to the County Disciplinary Committee.
- G. For all Personal Hearings all case papers must be distributed to the Participant and the Commission Members at least 3 days prior to the hearing.

Attendance of Children at Personal Hearings

CHILDREN

- H. A child aged 13 or under must not appear at a Disciplinary Commission as either a witness or the person charged. An alternative method should be adopted which could include:
 - A meeting - bring the parties together to talk through the issues.
 - County Football Association (CFA) Welfare Officer (CFA WO) to talk to the child to warn them about their behaviour. A parent/carer should be present at any meeting.
 - CFA WO to obtain written statement from child and Disciplinary Commission to then proceed on paper basis only – the CFA WO may need to write the statement in conjunction with the child and parent/carer.
 - Private meeting between child and CFA WO to establish child's version of events, CFA WO to report verbally to disciplinary commission. The CFA WO should make a contemporaneous note of the meeting and a parent/carer should be present throughout.
- I. A child between the ages of 14 and 16 years inclusive can attend a disciplinary commission provided that:
 - he / she understands it is his / her duty to speak the truth.
 - his / her evidence is sufficiently important to justify it being heard.
 - the appropriate procedures relating to minors are adopted. The child must be accompanied by a parent/carer.
- J. When dealing with a Disciplinary Commission involving those aged 16 and 17 years in Adult Football, best practice would be to follow the guidance established for adults, except in cases where the individual has learning development needs. Those with learning development needs should be treated in a manner consistent with their mental capacity.

If the suggestion is that the participant has the cognitive reasoning of a child of a particular age, follow that guidance.

- Where a child is aged 17, consent of the parent should be sought for the child to attend the Disciplinary Commission where possible / appropriate. A 17 year old is still a child and if they choose to have adult representation this should be allowed.

K. Young people as witnesses

- i. Evidence should only be received from young people (accompanied by a responsible adult) in front of the Commission Members, Commission Secretary, Participant Charged and his/her representative.
- ii. All other occupants present at a hearing must remove themselves from the hearing whilst a young person is giving evidence.
- iii. The asking of questions will be restricted to the Chairman only.
- iv. At the end of the questioning the representative or Participant Charged will be asked whether there are any other questions that they believe should be asked of the witness.
- v. If required additional questions may be put to the witness but again by the Chairman only.
- vi. Once all the questioning has been completed the young person will then leave the Commission room and will not be required to remain for the remainder of the hearing.

1. A person must be appointed to The Disciplinary Commission to act as its Secretary, whose duty shall be to call the evidence to be submitted in support of the Charge and generally assist the Disciplinary Commission in its determination of the Charge.
2. A participant may be represented by one individual. (For instance, a player may be represented by a Club Official of a Club with which he/she is associated or by a representative of the Professional Footballers' Association, and a Referee may be represented by a representative of the Referees Association except when he/she is acting as a witness.) A participant appearing before a Disciplinary Commission may be legally represented. Notification of legal representation must be made with at least 7 days notice. An individual acting as representative for a participant shall not be allowed to give evidence at a Disciplinary Commission.
3. The person charged and any representative shall be admitted to the hearing. The Disciplinary Commission shall satisfy itself that the person charged has had details of the Charge.
4. Evidence (including witness evidence) in support of the Charge shall be received by the Disciplinary Commission. In cases concerning a report from a Match Official, that report shall be received in evidence first. This report may have been submitted by email or through a web-site, in accordance with accepted FA procedures.
5. The person charged or his/her representative shall have the right to ask questions relevant to the matters in issue of any witness in support of the Charge.
6. After evidence in support of the Charge has been received by the Disciplinary Commission, any written statement made by the person charged shall be considered by the Disciplinary Commission.

The person charged may then give evidence on his/her own behalf and in such event he/she may have questions asked of him/her by the Disciplinary Commission. The person charged or his/her representative may then submit evidence and call witnesses.
7. At any time the Chairman and members of the Disciplinary Commission, may ask questions of any witness or any representative. The Disciplinary Commission may draw

- such inferences as it considers appropriate from the failure of the person charged to give evidence or answer a question put to him/her.
8. In the event of the evidence submitted in answer to the Charge disclosing a point which the Disciplinary Commission considers was not covered in the evidence of, or not put to, any witness in support of the Charge, the Commission may recall any witness and ask questions of such witness. The person charged or his/her representative may also ask questions as at 5 above.
 9. The evidence having been completed to the satisfaction of the Disciplinary Commission, the person charged or his/her representative shall be entitled to make closing submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Disciplinary Commission.
 10. At the conclusion of the closing submissions, all persons shall withdraw whilst the Disciplinary Commission considers the evidence and submissions presented to it and determines whether the Charge has been proved or not. After reaching its decision, the Disciplinary Commission shall recall the person charged and his/her representative. The Secretary shall announce whether the Charge has been found proved or not proved.
 11. If the Charge is found not proved the hearing will be declared closed.
 12. If the Charge is found proved details of the Misconduct (as defined in and pursuant to the Rules of The Football Association) record of the person charged shall be received by the Disciplinary Commission. The person charged, or his/her representative, may then make a plea in mitigation.
 13. At the conclusion of the plea in mitigation the person charged and his/her representative shall again withdraw and the Disciplinary Commission shall determine what order or orders, if any, shall be made under the provisions of Regulation 6.1 of the Regulations for Football Association Disciplinary Action.
 14. The person charged and his/her representative shall then be re-admitted and informed of the decision of the Disciplinary Commission by the Secretary. This shall subsequently be confirmed in writing. (In cases of an Assault on a Match Referee, the findings of the Disciplinary Commission will be sent to the Match Official if requested by the Match Official, in writing).
 15. As an alternative to the above, a Disciplinary Commission may, where it considers it appropriate, not announce its decision at the meeting but inform the person charged that such decision will be communicated to him/her in writing through his/her Club Secretary.

BOARD HEARINGS

The Appeal Board will be conducted in accordance with the General Provisions Relating to Appeal Boards and the Regulations for Football Association Appeals.

REGULATIONS FOR APPLICATIONS MADE TO A REGULATORY COMMISSION FOR AN INTERIM SUSPENSION ORDER TO BE ISSUED BEFORE CHARGE, AND THE PERIODIC REVIEW OF ANY INTERIM SUSPENSION ORDER ISSUED UNDER FA RULE E16

General Principles

In accordance with Rule E16, the Chief Regulatory Officer (CRO) (references to the CRO in these regulations include any nominee acting on his/her behalf) may apply to a Regulatory Commission for an interim suspension order to be issued before charge pursuant to Rule E16(a). These regulations apply to such applications, and to the review of all interim suspension orders issued pursuant to Rule E16.

These regulations may be deviated from at the discretion of the Regulatory Commission, which has the authority in all cases to regulate its own procedure. This includes the authority to amend any time limit stipulated in these Regulations, save that any Review Period must not be more than 21 days in any case. Where a Regulatory Commission deviates from any time limit set out in these Regulations, it will do so subject to the overall aim of ensuring that applications dealt with under these Regulations proceed on an expedited basis in all cases, whilst ensuring a fair process.

Any failure to follow these Regulations will not in itself invalidate any application or order made.

Application for an Interim Suspension Order before charge

(a) Notice of application

The applicant (CRO) must give written notice of the application to the Judicial Panel Chairman (or his/her nominee). A copy of the notice must be sent at the same time to the Participant in respect of whom the application is made ('the Participant'). The notice and copy may be sent by fax, email or post.

The notice must set out a brief summary of the basis of the application. The notice must also confirm that the applicant has obtained the agreement of the PFA (in the case of a Player who is a PFA member) and one of the FA Premier League, Football League, National League, Isthmian League, Northern Premier League or Southern League as appropriate. This confirmation will be conclusive evidence of the fact that such agreement has been obtained.

(b) Composition of The Regulatory Commission

Upon receipt of the notice of application, the Judicial Panel Chairman will select a Regulatory Commission to deal with the application. This selection will be in accordance with any applicable selection policy in force from time to time, and any stipulations about the composition of the Regulatory Commission in Rule E16.

(c) The application

Within two working days of providing notice of the application, the applicant must provide to the Regulatory Commission Chairman, (provision to the Commission Chairman may be via The FA's Disciplinary Department for all purposes under these regulations), and to the Participant, full details of the application, consisting of the written submissions and all evidence and material of whatever nature to be relied upon in support of the application.

(d) Responses

Within 24 hours of receiving full details of the application, the Participant must provide to the Regulatory Commission Chairman and to the applicant, written submissions and all evidence and material of whatever nature to be relied upon by the Participant in response to the application.

The applicant will have two working days to provide a response, if any, to the submissions, evidence and material provided by the Participant. This response must be provided to the Regulatory Commission Chairman and the Participant.

(e) **Regulatory Commission Procedure**

i. **Timing**

The Regulatory Commission will hear the application at the earliest opportunity, but no later than the second working day after the provision of the response by the Participant, or the provision of any further response to that from the applicant.

Arrangements for the hearing location and arrangements will be provided by The FA to all parties concerned.

ii. **The Hearing**

A summary of the basis for the application will be put forward by the applicant. The Participant may then put forward a summary of the points to be raised on its behalf.

The applicant may then address the Regulatory Commission and put forward all submissions and all evidence and material of whatever nature relied upon.

The Participant may then address the Regulatory Commission and put forward all submissions and all evidence and material of whatever nature relied upon.

Where notice of any submission, evidence and material of whatever nature sought to be relied upon by either party at the hearing has not been given in accordance with these regulations, the Regulatory Commission shall have a discretion whether or not to take that matter into account.

Each party and the Regulatory Commission shall have the opportunity to put questions in respect of any matter presented by either party.

In conclusion, the applicant and the Participant in that order may make a closing submission.

iii **Decision**

The Regulatory Commission may make an Interim Suspension Order under Rule E16(a) -

(a) Where the applicant has established to its satisfaction the matters set out in Rule E16(a)(i) and (ii); and

(b) In accordance with Rule E16(e).

Alternatively, the Regulatory Commission may dismiss the application and / or make any other order that it considers appropriate.

Where the Regulatory Commission makes an Interim Suspension Order it must determine, and state as part of the Order, a period (the 'Review Period') after which the Participant will be entitled to have the Order reviewed by a Regulatory Commission. This period must not be more than 21 days from the date of the Order.

A decision of the Regulatory Commission made pursuant to these regulations shall be final and binding with no right of further challenge.

Periodic review of an Interim Suspension Order**(a) General**

Once the Review Period (whether determined by a Regulatory Commission as above or by the CRO where an Interim Suspension Order is issued after charge) has elapsed, the Participant subject to the order may apply to have the Interim Suspension Order reviewed by a Regulatory Commission.

(b) Notice of application for a review

The Participant must give written notice of the application to the Judicial Panel Chairman (or his/her nominee). A copy of the notice must be sent at the same time to the CRO. The notice and copy may be sent by fax, email or post.

The notice must set out a brief summary of the basis of the application.

(c) Composition of the Regulatory Commission

Upon receipt of the notice of application, the Judicial Panel Chairman will select a Regulatory Commission to deal with the application. This selection will be in accordance with any applicable selection policy in force from time to time, and any stipulations about the composition of the Regulatory Commission in Rule E16. Subject to any representations by the parties, a Regulatory Commission which considers a review application may include all or any of the same members of the Regulatory Commission that imposed the Interim Suspension Order or of any Regulatory Commission which has subsequently reviewed it.

(d) The application

Within two working days of providing notice of the application, the Participant must provide to the Regulatory Commission Chairman, (provision to the Commission Chairman may be via The FA's Disciplinary Department for all purposes under these regulations), and to the CRO, full details of the application, consisting of the written submissions and all evidence and material of whatever nature to be relied upon in support of the application.

(e) Responses

Within two working days of receiving full details of the application, the CRO must provide to the Regulatory Commission Chairman and to the Participant, written submissions and all evidence and material of whatever nature to be relied upon by the CRO in response to the application.

The Participant will have two working days to provide any response, if any, to the submissions, evidence and material provided by the CRO.

(f) Regulatory Commission Procedure**i. Timing**

The Regulatory Commission will hear the application at the earliest opportunity, but no earlier than the second working day after the provision of the response by the CRO, or any further response to that from the Participant.

Arrangements for the hearing location and arrangements will be provided by The FA to all parties concerned.

ii. The Hearing

A summary of the basis for the application for review will be put forward by the Participant. The CRO may then put forward a summary of the points to be raised on his/her behalf.

The Participant may then address the Regulatory Commission and put forward all submissions and all evidence and material of whatever nature relied upon.

The CRO may then address the Regulatory Commission and put forward all submissions and all evidence and material of whatever nature relied upon.

Where notice of any matter relied upon by either party has not been given in accordance with these regulations, the Regulatory Commission shall have a discretion whether or not to take that matter into account.

Each party and the Regulatory Commission shall have the opportunity to put questions in respect of any matters presented by either party.

In conclusion, the Participant and the CRO in that order may make closing submissions.

iii Decision

The Regulatory Commission may make any order in respect of the Interim Suspension Order as it considers appropriate, including, without limitation, ordering that it continue in force, extending it, modifying it or removing it, save that an Interim Suspension Order issued under Rule E16(a) may only continue in force -

- (a) Where the CRO has established to its satisfaction the matters set out in Rule E16(a)(i) and (ii); and
- (b) In accordance with Rule E16(e).

Where the Regulatory Commission orders that an Interim Suspension Order continues in force, it must determine, and state as part of the Order, a period (the 'Review Period') after which the Participant will be entitled to have the Order reviewed by a Regulatory Commission. This period must not be more than 21 days from the date of the Order.

A decision of the Regulatory Commission made pursuant to these regulations shall be final and binding with no right of further challenge.

General provisions applicable to any Regulatory Commission hearing conducted under these regulations

Any General Provisions relating to Regulatory Commissions in force from time to time shall apply hearings conducted pursuant to these regulations, subject to the following modifications.

Representation

Parties have the right to be present and/or represented at any hearing before the Regulatory Commission pursuant to the regulations. In the event that either party wishes to be represented, this fact, together with the identity of any representative, shall be submitted at the same time as any application or response (as relevant).

The Regulatory Commission may, at its discretion, proceed to hear an application in the absence of any party.

The Regulatory Commission may consider any matter pursuant to these regulations on the basis of written submissions only, should the applicant and Participant not wish to be present or represented.

Costs

Any costs incurred in bringing, or responding, to an application for an Interim Suspension Order or a review of such an order shall be borne by the party incurring the costs. Any costs incurred in relation to the convening and conduct of the Regulatory Commission may be ordered by the Regulatory Commission to be paid by either party.

REGULATIONS RELATING TO CERTAIN DISCIPLINARY FINDINGS IN OTHER SPORTS

- 1 These Regulations came into effect on 1 August 2014.
- 2 These Regulations are made in accordance with Rule J and are binding on all Participants.
- 3 Any breach of Regulation 5 may result in a charge of Misconduct under Rule E1(b) and shall be dealt with in accordance with the Rules of The Association.
- 4 Regulation 5 shall be given a broad and purposive construction in order to give effect to the purposes of protecting the integrity of football, and the perception of the integrity of football. Technical points of construction and procedure are secondary to those purposes.
- 5 It shall be a breach of this Regulation where any Participant is found by a court, tribunal or arbitral body to be in breach of a rule, regulation or code, or equivalent, of any sport other than association football, concerning or related to any involvement in the following –
 - (i) Betting;
 - (ii) Influencing the result, progress, conduct or any other aspect of or occurrence in a match, competition, race or event, for an improper purpose;
 - (iii) Any competitor failing to perform to the best of their ability, for reward;
 - (iv) Offering or accepting any bribe, gift, reward or consideration of any nature related to any conduct within (ii) or (iii) above;
 - (v) Failing to report any conduct within (iv) above;
 - (vi) Any attempt or agreement to do any act within (i) – (v) above.
- 6 No charge may be issued pursuant to Regulation 5 in respect of any finding that is the subject of an on-going appeal.
- 7 It shall be a defence to a charge for a breach of Regulation 5 where a Participant can establish that the finding of a court, tribunal or arbitral body that a sport's rule, regulation or code, or equivalent has been breached, or the circumstances in which the finding was made, contravened natural justice.
- 8 The specific prohibition contained within Regulation 5 shall not fetter in any way The Association's ability to bring a charge for Misconduct contrary to Rule E3 in respect of a finding that a Participant has breached any rule, regulation or code, or equivalent, of any sport other than association football, where such Misconduct by the Participant does not fall within the terms of Regulation 5.

GUIDANCE NOTE ON SAFEGUARDING CHILDREN IN THE DISCIPLINARY PROCESS

This paper has been approved by The FA's Football Regulatory Authority. Enquiries or clarification with regards to this guidance note should be directed to the Football Regulation Department in the first instance.

It forms part of a wider paper - Guidance Note on Managing Young People with Impairments such as ADHD and Tourette Syndrome in the Disciplinary System, amended January 2009.

The football authorities must seek to ensure that, consistent with their policy of Safeguarding Children, they do not put in place case management and disciplinary systems that of themselves cause harm to the very children that are intended to be safeguarded. The same principles apply to County and national associations, although it is obvious that the vast majority of Under 18s football will come under County jurisdiction. Remember they are children first, participants second.

ISSUES

- Difficulties in children giving evidence, as recognised by the Criminal and Civil courts – the process is intrinsically upsetting for many adults and children will be less likely to be emotionally equipped to cope.
- Seldom in child's best interests to be directly involved in disciplinary commissions.
- Child's evidence can often be necessary for proper determination of proceedings.
- Cross examination can be damaging to child.

CHILDREN UNDER THE AGE OF 14

A child aged 13 or under should not appear at a disciplinary commission. An alternative method should be adopted which could include:

- A meeting - bring the parties together to talk through the issues.
- County Football Association (CFA) Welfare Officer (CFA WO) to talk to the child to warn them about their behaviour. A parent/carer should be present at any meeting.
- CFA WO to obtain written statement from child and disciplinary commission to then proceed on paper basis only – the CFA WO may need to write the statement in conjunction with the child and parent/carer.
- Private meeting between child and CFA WO to establish child's version of events, CFA WO to report verbally to disciplinary commission. A parent/carer should be present throughout the meeting.

CHILDREN AGED 14 THROUGH 16 YEARS

A child between the ages of 14 and 16 years inclusive can attend a disciplinary commission provided that:

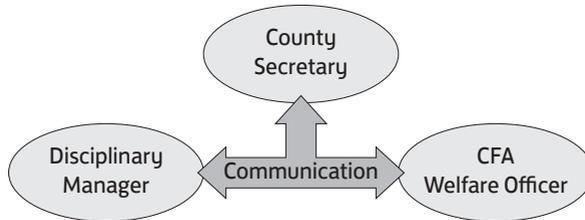
- he / she understands it is his / her duty to speak the truth.
- his / her evidence is sufficiently important to justify it being heard.
- the appropriate procedures relating to minors are adopted. The child must be accompanied by a parent/carer.

CHILDREN AGED 17 YEARS

- Best practice when dealing with a disciplinary commission involving those aged 17 years would be to follow the guidance established for adults, except in cases where the individual has special needs. Special needs should be treated in a manner consistent with their mental capacity. If the suggestion is that the participant has the cognitive reasoning of a child of a particular age, follow that guidance.

- Where a child is aged 17, consent of the parent should be obtained for the child to attend the disciplinary commission where possible / appropriate.
- By law a 17 year old is still a child and if they choose to have adult representation this should be allowed.

COMMUNICATION GUIDANCE FOR CFAS



- The CFA Disciplinary/Governance staff and the CFA WO should always liaise with regards to cases involving minors. This should include meeting to agree procedures to be adopted on how the case should be heard.
- County Secretary/Chief Executive Officer should be kept up to date.

GENERAL BEST PRACTICE PRINCIPLES AT DISCIPLINARY COMMISSION INVOLVING CHILDREN AGED 14 - 16 YEARS INCLUSIVE

Overriding principles are that the process of appearing in a disciplinary commission should not expose a child to intimidation, distress, a late disciplinary commission or long travelling times during the school week. All possible steps should be taken to assist the child to understand and participate in the proceedings.

PREPARATION FOR A DISCIPLINARY COMMISSION

- Consent of the parent/carer will always be required.
- He/she should be accompanied at the disciplinary commission by an appropriate adult who could be a parent, carer, grandparent, social /care worker or Club official properly in loco parentis. This could be a friend of the family, Club Welfare Officer etc.
- The disciplinary commission should be at a location and time that is convenient to the child.
- Restrict attendance at the disciplinary commission to as small a number of people as possible. This should be restricted to those who need to be present or have the right to be present only.
- Before the disciplinary commission, it may be appropriate to allow the child or young person to visit the room so that they can familiarise themselves with the layout.
- Make sure the young person is aware of the format and process they are about to be engaged in.
- CFA WO should be available at the disciplinary commission to advise/support the child or the disciplinary commission members. They can not support both the child and the commission and their role must be limited to one of them. It must be clear which function they are fulfilling at the disciplinary commission.
- Physical layout of room can affect the proceedings and play a role in the effective engagement with the child – you could arrange chairs in two semi circles facing inward, avoid sitting behind tables.

- The members of the disciplinary commission should sit at the same level as other parties to encourage eye contact.
- Provision should be made for parents/carers to be able to sit next to their children.
- If the child is legally represented, they should be seated in a place that allows easy communication with their representative.

THE DISCIPLINARY COMMISSION

- At the beginning of the case, disciplinary commission members should introduce themselves and those present in the room.
- The Chair should briefly explain the role of each person.
- Address child by first name.
- Be aware of the impact body language can have e.g.
 - folded arms and peering over spectacles = negative
 - occasional nod / leaning forward = positive
- Remain seated throughout proceedings.
- If the disciplinary commission is lengthy, regular breaks should be taken.
- Proceedings should be inquisitorial rather than adversarial.
- Closed questions (those that allow a yes or no answer) and legal jargon should be avoided.
- Rephrase a question to simplify it, if the young person is finding it difficult to answer.
- Questions should be in plain English and at a level the child or young person can understand taking into account their age, maturity and intellectual and emotional development.
- Disciplinary commission members should consider what information they are trying to obtain and how it is relevant to the case.
- The nature and extent of the questioning of any witness is under the control of the Chair.
- The Chair can and should intervene to prevent the child being questioned in a hostile way.
- The Chair should ensure that questions are short, simple and phrased in a language that the child can understand.
- The Chair should also ensure that anyone else present in the room conducts themselves appropriately.
- If a parent/carer has accompanied the child to the disciplinary commission, the Chair should make clear that the parent is there in a supporting role only and should not conduct the proceedings on behalf of the child.
- If the case is proven someone should talk directly to the child, encouraging him / her to confront their behaviour, taking responsibility for it and its consequences. As this is a sensitive area it is recommended that someone with the appropriate training should undertake this e.g. the CFA WO.

FA Equality and Child Protection Dept
FA Football Regulation Dept
FA Disciplinary Dept

January 2009

THE FOOTBALL ASSOCIATION DISCIPLINE PROCESS FOR SMALL-SIDED FOOTBALL

Introduction

Implementing an effective disciplinary process is an important factor for all formats of football, helping to establish a quality, organised, safe and enjoyable football experience for all players and officials. The issue of discipline is of equal importance in Small Sided Football as it is in the 11v11 football, and subsequently should be shown proper attention and regard by Small Sided Football providers when organising their competitions; particularly if the competitions wish to be appropriately sanctioned and affiliated to The Football Association.

The FA have developed this disciplinary process to accommodate the varied and different needs of Small Sided Football. The FA recognise that applying the same disciplinary processes to Small Sided Football as it does in 11v11 football does not satisfactorily meet the differing demands of this version of the game. However, this does not mean that The FA takes ill-discipline in Small Sided Football any less seriously.

It is important to note for all Small Sided Football providers, that failure or disregard in establishing and effectively implementing these FA disciplinary processes can and will lead to The FA removing affiliation and classifying providers competitions as being unsanctioned by The FA.

For all Small Sided Football providers that affiliate to The FA nationally it is a condition of affiliation to agree to abide by the 'Heads of Agreement' that clearly state that the provider will manage disciplinary issues in accordance with The FA disciplinary process.

It is recommended that County FAs that affiliate local Small Sided Football providers establish similar agreements.

The implementation of this disciplinary process will help create a safer and more enjoyable football environment for Small Sided Football players and officials, but also importantly for the providers it can assist in retaining participants playing in their competitions.

1. Discipline Ownership & Control

All issues of discipline that occur at an FA affiliated Small Sided Football provider fall under the jurisdiction of the local County FA.

The ability for Small Sided Football providers to manage discipline in their competitions for incidents outlined in Table 1 below have been delegated to the provider by the local County FA.

It is at the discretion of The FA to remove this delegated responsibility from a Small Sided Football provider if the provider is unable to demonstrate competence in handling and managing disciplinary issues. In such cases the responsibility for all discipline in that competition will be returned to the local County FA.

2. Affiliation & Provision of Team Information

When affiliating competitions and slots to The FA or County FAs, all Small Sided Football providers must provide the following information for all teams playing in their competitions to ensure that disciplinary cases can be managed appropriately:

- Team Name
- Team Captain/Manager contact details (name, address, email or telephone number)

The Small Sided Football provider must also ensure that The FA or County FA is updated with accurate team information throughout the course of the affiliation period. Small Sided Football providers will not be affiliated unless this team information is provided accurately.

The only exceptions to this rule are outlined below:

2.1. **Disciplinary Agreement:**

On affiliation to The FA or County FA the Small Sided Football Provider signs the Disciplinary Agreement in Appendix B where the provider agrees to operate a comprehensive system of recording and maintaining accurate team and player details. This agreement also requires the Small Sided Football Provider to provide The FA/County FA with team information (team name and team captain contact details) within 48 hours of receiving a request for this information. It also accepts that from time-to-time The FA or County FA may request to undertake a random spot-check of a Small Sided Football providers competition to ensure that the provider has accurate team information for all teams in that competition.

As well as signing this Disciplinary Agreement, at the point of affiliation the Small Sided Football provider must also provide written evidence to The FA or County FA to demonstrate the current systems that they operate and maintain to record accurate team information.

If the Small Sided Football provider is able to comply with these points, the organisation will not be required to provide all team information to The FA / County FAs upon affiliation. If however, the Small Sided Football provider consistently fails to provide accurate team information when requested this privilege can be revoked by The FA.

2.2. **FA Small Sided Football Accreditation**

Small Sided Football providers that have attained The FA Small Sided Football Accreditation have demonstrated through the accreditation process that they have sufficient systems in place for recording and managing team information, and that as part of the accreditation they will provide The FA/County FAs with team details within 48 hours when requested in order for disciplinary cases to be managed. As a consequence, accredited Small Sided Football providers will not be required to provide team information upon affiliation.

3. **Issuing of Cautions and 'Timed Suspensions'**

In Small Sided Football yellow cards and associated cautions are not employed.

Referees should instead issue a blue card for a cautionable offence. The issuing of a blue card indicates that the recipient will serve an immediate 'timed suspension' ('sin bin').

The options for disciplining offenders are therefore as follows:

- Player shown a blue card and temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily excluded from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play.

The period of timed suspension in Small Sided Football shall be two minutes. The release of players from a temporary suspension should be at the direction of the Referee.

3.1. **Recording of Blue Cards**

In Small Sided Football cautionable offences that result in a blue card and a timed suspension from the match shall not be recorded and reported by the match official or Small Sided Football provider.

Blue card offences should not be reported back to the County FA, and no disciplinary fine shall be incurred by the player.

4. **Disciplinary Procedures for Red Card Offences**

4.1. **'Serious' Red Card Offences**

Offences not classified in Table 1 below will be the responsibility of the local County FA. Once the County FA has reviewed the case the Small Sided Football provider along with the player will be informed of the outcome and any disciplinary action.

For these offences match official are required to complete the Disciplinary Report in appendix A and submit a copy to the Small Sided Football provider and the relevant County FA.

4.2. 'Less Serious' Red Card Offences (as outlined in Table 1)

Offences classified within Table 1 should be dealt with by the Small Sided Football provider under the delegated-authority of the County FA covered in Section 1 above.

The match official should complete a 'Disciplinary Report' (appendix A) and ensure that it is sent to the Small Sided Football provider.

The Small Sided Football provider should employ the following disciplinary tariff of suspensions in such cases as outlined in Table 1. The provider shall not fine the player.

Match Suspension Tariff:

Table 1

Offence	Penalty (to be administered by Small Sided Provider)
Receiving a second 'blue card' in the same match	1 Match suspension
Denying a goal or an obvious goal scoring opportunity	1 Match suspension
Use of offensive, insulting or abusive gestures	2 Match suspension
Attempting to kick or strike another player Violent Conduct Serious Foul Play	3 Match suspension

5. Remit of Disciplinary Action

Any suspensions for offences dealt with by the County FA that are not covered in Table 1 apply to all levels of football (i.e. 11 a side and Small Sided Football).

Red cards administered in Small Sided Football for offences within Table 1 are the responsibility of the organiser to deal with according to the FA's recommended tariff of suspensions and are from Small Sided Football only.

6. Personal Liability for 'Serious' Disciplinary Offences

Initial responsibility for a disciplinary issue will be with the individual that committed the offence. If this individual leaves the team but can be accurately identified, this individual shall retain responsibility for the payment of a fine and should be suspended from all forms of football until the fine is paid in accordance with the Football Debt recovery process.

If the individual responsible for the offence cannot be accurately identified, the responsibility for the payment of this fine will be with (in order of responsibility):

- 1) The small sided team that the individual played for when committing the offence.
- 2) The team captain of the team that the individual played for.

7. Implementation of Disciplinary Procedures

A robust disciplinary process can only operate if a record is kept of the identity of participating teams and players.

All Small Sided Football providers should maintain details of participating teams and team contacts prior to the beginning of a competition. Providers should ensure that these details remain updated.

In addition Organisers should identify a system whereby the identity of participating players is recorded prior to a game commencing. These records should be retained by the

Organisers and referred to in the event of a serious incident or on suspicion that a player is playing whilst under suspension.

The existence of these systems (in line with Rule 2 of this policy) shall be a requirement before The FA or County FA will provide sanction to a competition taking place.

In order for an effective discipline, affiliation and referees appointment procedure to exist a good working relationship should exist between the Competition Organiser and the County FA. County FA's and Competition Organisers should establish a 'Heads of Agreement' document which identifies the responsibilities of each party in relation to maintenance of discipline and affiliation processes.

APPENDIX A

SMALL-SIDED FOOTBALL DISCIPLINARY REPORT

How to use:

- The Competition Referee should complete this form after a red-card has been issued.
- One form should be completed for each red-card.
 - The first copy of this form should be retained by the competition organiser
 - the second to be retained by the Referee
 - the third copy should be forwarded to the County FA (Red Cards Type Two Offences only)

Referees must report to the local County Football Association **all** Red Card Type Two Offence.

Venue	
Date	
Player	
Team	
Opposition Team	

I have disciplined this player for the following Offence:

Card Type	Offence	Please Tick
Red Card Type One	Denying a goal or an obvious scoring opportunity by physical means or by deliberately handling the ball.	
	Use of offensive, insulting or abusive language/ gesture (including at a Referee)	
	A second blue card offence	
	Violent conduct	
	Serious Foul Play	
Red Cards Type Two (to be managed by County FA)	Serious Violent Behaviour causing injury, including any form of assault	
	Spitting	
	Any offences where the offender has also acted in a discriminatory manner for reasons of ethnic origin, colour, race, religion, sex, sexual orientation, disability	
	Any other offence not covered above including offences after the match or after being dismissed	

<p>Notes of Incident</p>	
<p>Notes of Incident (Continued)</p>	

Referee Name:

Signature:

Email Address:

Date:

APPENDIX B**SMALL SIDED FOOTBALL PROVIDER****DISCIPLINARY AGREEMENT**

This Disciplinary Agreement must be signed and adhered to by a Small Sided Football provider upon affiliating to the FA or County FA if they do not wish to submit all team information details as part of the affiliation process.

The Small Sided Football provider agrees to adhere to the following:

- 1 The SSF provider agrees to appropriately affiliate all leagues and teams to The FA or County FA for the duration of this agreement.
- 2 The SSF provider will work with The FA and appropriate County FAs to manage and maintain a robust discipline process in their competitions and will adhere to The FA Small Sided Football Disciplinary Policy.
- 3 The SSF provider will promptly forward all incident reports to the relevant County FA for every sending off for offences not covered under Table 1 of the procedures that occurs in their competitions within 5 working days. The SSF provider will manage suspensions and disciplinary incidents that are considered 'less serious' and are covered within Table 1. in line with the FA SSF Disciplinary Policy.
- 4 The SSF provider will provide within 48 hours after receiving a request from a County FA the details of players that are involved in offences being dealt with by the County FA. If the provider is unable to identify or provide details for the player involved, as a minimum the SSF provider must be able to produce the team captain / manager's name, address and contact details.
- 5 The SSF provider will ensure that suspended players are unable to play in their competitions for the duration of the player's suspension.
- 6 The local County FA will manage disciplinary incidents outlined in The FAs SSF Disciplinary Policy.
- 7 The County FAs will ensure that the SSF Provider is made aware of all outcomes that affect players involved in their competitions.
- 8 The County FAs will ensure that the SSF provider is informed of all players that are suspended from participating in affiliated football.
- 9 The SSF provider will ensure that they operate a robust and thorough system of recording and maintaining accurate team and player details in all of their affiliated competitions. The SSF provider at the point of affiliation will provide the County FA or The FA written details of this system that they operate.
- 10 The FA or County FA from time-to-time may request to undertake a spot-check of a SSF providers competition to ensure that the provider has the necessary team details for all teams involved in the competition.

The SSF Provider (named below) agrees to adhere to all of the points listed in this Disciplinary Agreement during the period of affiliation to The FA or County FA.

This agreement needs to be signed by the SSF provider and returned to either the FA or County FA at the point of affiliation.

Name of SSF Provider:	
Name of Senior Representative at the SSF Provider:	
Role at the Organisation:	
Signed:	
Date:	

NOTES

SMALL-SIDED FOOTBALL

LAWS OF THE GAME

Revised February 2012

Introduction

The following laws of the game are The Football Association's recommended laws for use in Small-Sided Football. This includes 5, 6 and 7-a-side games but not Mini-Soccer or Futsal, which have their own specific laws. (These are also available from The FA). These Laws were revised in 2012 based on the following principles;

- A revision of The FA's Laws so that they better reflect the game that it is being played in many venues
- Applying the general principle of the 'normal laws of Association Football with exceptions' and as consequence simplifying the game for both players and referees.
- Improving the technical quality of play in the small-sided game
- To encourage participation and enjoyment in a safe and controlled environment.

Over 1.05 million adults play Small Sided Football every week in over 22000 organised Small Sided Football teams (Sport England Active People Survey 2015). As a consequence Small Sided Football is now the largest form of the recreational game. The laws that people play the game tend to differ from venue to venue and reflect both traditions of play and the constraints of the facility in which the game is taking place. The set of Laws contained in this document are those that the FA will use in its own Small Sided Football competitions and we would recommend their adoption by all organisers of Small Sided Football. However given the diversity of small sided facilities and formats in this country use of these Laws in all circumstances is not mandatory and these revised Laws also allow the FA and the County Football Associations to sanction other formats of Small Sided Football. The principles of any approval by the FA shall be based upon;

- The normal laws of Association Football apply with exceptions
- The game should take into full account the health and safety of the players and officials.

This document contains both a full set of laws, suitable for use by competition organisers and match officials and an abridged version that can be used to advise participants of the laws that will be of greatest interest to them.

Further advice on laws of the game and the affiliation of competitions can be obtained from your local County Football Association.

SECTION ONE

Small-Sided Football - Laws of the Game

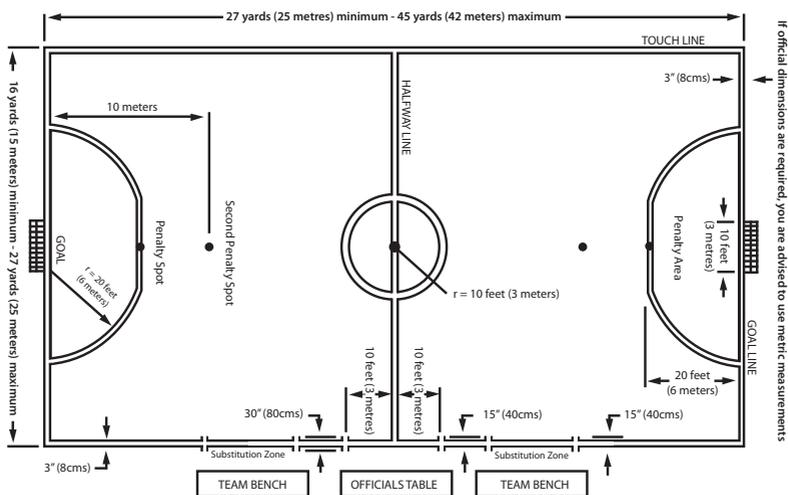
General Principle

Where not stated the normal Laws of Association Football apply with exceptions notably that there is no offside in Small Sided Football

LAW 1 - THE PLAYING AREA

The Pitch

Small Side Football may be played with or without barriers.



The playing area must be rectangular. The length of the touchline must be greater than the length of the goal line.

For 5 and 6 – a side football the following dimensions are recommended

Length:	minimum 25 m maximum 50 m
Width:	minimum 16 m maximum 35 m

For 7 a side football the following dimensions are recommended

Length:	minimum 50m maximum 60m
Width:	minimum 30m maximum 40m

Area Markings

The playing area is marked with lines. The two longer boundary lines are called touchlines. The two shorter lines are called goal lines.

All lines are 8cm wide.

The playing area is divided into two halves by the halfway line.

The **centre mark** is indicated at the midpoint of the halfway line. A circle with a radius of 3 m is marked around it.

A **penalty area** is defined at each end of the pitch as follows:

A semi circle of 6 m radius shall be drawn from the centre of each goal line. The extremities of these semi-circles should reach the goal line, barrier or wall regardless of whether or not the goal posts encroach onto the playing area.

Penalty Mark

A penalty mark is drawn 6 m from the midpoint between the goal posts and equidistant from them.

The Corner Arc

Where barriers do not surround the playing area a quarter circle with a radius of 25cm from each corner is drawn inside the playing area.

Goals

Goals must be placed on the centre of each goal line.

They consist of two upright posts equidistant from each corner and joined at the top by a horizontal crossbar.

The distance (inside measurement) between the posts is maximum 5m, minimum 3m and the distance from the lower edge of the crossbar to the ground is maximum 2m minimum 1.20m.

Both goal posts and the crossbar have the same width and depth of 8cm. Nets, made of hemp, jute or nylon, are attached to the posts and crossbars behind the goals. The lower part is supported by curved bars or some other adequate support.

Safety

The goals may be portable but they must be anchored securely to the ground during play as per Health and Safety requirements.

Playing Surface

Where natural turf is not used the surface must be smooth and flat and non-abrasive. The use of wood or artificial material is recommended.

LAW 2: THE BALL

Qualities and Measurements

The ball is:

- spherical
- made of leather or other suitable material
- size appropriate to the age group playing

Replacement of a Defective Ball

If the ball bursts or becomes defective during the course of a game:

- the game is stopped
- the game is restarted by dropping the replacement ball at the place where the first ball became defective

If the ball bursts or becomes defective while not in play:

- the game is restarted according to the Laws

The ball may not be changed during the match without the permission of the referee.

LAW 3: THE NUMBER OF PLAYERS

A match is played by two teams, each consisting of not more than the following number of players and substitutes for each format:

5-a-side = 5 players per team and 3 substitutes (total of 8 players)

6-a-side = 6 players per team and 3 substitutes (total of 9 players)

7-a-side = 7 players per team and 3 substitutes (total of 10 players)

Substitution Procedure

The maximum number of substitutes permitted is three.

The number of substitutions made during a game is unlimited. A player who has been replaced may return to the pitch as a substitute for another player.

Substitutions should take place when there is a break in play or during play if the second official is involved in refereeing the game. This will be determined by the Competition Rules.

A substitution is one that is made when the ball is in or out of play for which the following conditions must be observed:

- The player entering the playing area may not do so until the player leaving the playing area has passed completely over the boundary line
- Where barricades are used the players must use the opening onto the playing area
- A substitution is complete when the substitute enters the playing area from which moment he becomes a player and the player he is replacing ceases to be a player

A substitute is subject to the authority and jurisdiction of the referee whether called upon to play or not

Changing Places with the Goalkeeper

Any of the players or substitutes, may change places with the goalkeeper. The following conditions must be observed:

- The referee must be informed before the change is made
- The change may only be made during a stoppage in play
- The replacement goalkeeper must wear a jersey which distinguishes him from all other players

Infringements/Sanctions

If, while a substitution is being made, a substitute enters the playing area before the player being replaced has completely left:

- play is stopped
- the player being replaced is instructed to leave the playing area
- The substitute is 'sin binned' for the agreed period.
- Play is restarted by an indirect free kick to be taken by the opposing team from the place where the ball was situated when the game was stopped. However, if the ball was inside the penalty area, the indirect free kick is taken on the penalty area line, at the place nearest to the position of the ball when play was stopped

Where barricades are used if, while a substitution is being made, a substitute enters the playing area or a player being replaced leaves it from a place other than the recognised opening in the barricades:

- play is stopped
- The substitute is 'sin binned' for the agreed period.
- Play is restarted by an indirect free kick to be taken by the opposing team from the place where the ball was situated when the game was stopped. However, if the ball was inside the penalty area, the indirect free kick is taken on the penalty area line, at the place nearest to the position of the ball when play was stopped

Validity of a Match – Playing Numbers

A match should not be considered valid if the playing strength of either team is permanently reduced by:

- **More than** two players for 5-a-side,
- **More than** two players for 6-a-side
- **More than** three players for 7-a-side.

However this should only apply when players are permanently excluded or lost through injury rather than within the ‘Sin Bin’ for a two minute suspension.

LAW 4: THE PLAYERS’ EQUIPMENT

Safety

A player must not use equipment or wear anything that is dangerous to himself or another player, including any kind of jewellery. Jewellery should be removed.

Basic Equipment

The basic compulsory equipment of a player is:

- A jersey or shirt
- Shorts or track suit trousers
- Socks
- Shinguards
- Footwear – which is subject and appropriate to local conditions and surface type must be worn.

Shinguards

- are covered entirely by the socks
- are made of a suitable material (rubber, plastic or similar substances)
- provide a reasonable degree of protection

Goalkeepers

- the goalkeeper is permitted to wear long trousers
- each goalkeeper wears colours which easily distinguish him from the other players and the referees

Infringements/Sanctions

For any Infringements of this Law:

- The player at fault is instructed by the referee to leave the playing area to correct his equipment or to obtain any missing item of equipment. The player may not return to the playing area without first reporting to the referee, who then checks that the player’s equipment is now correct. The player is only allowed to re-enter the game when the ball is out of play.
- Players can return to play whilst the ball is in play if a second official has checked the equipment. If no second official is present the player must wait for a break in play in order for the referee to check the faulty equipment.

LAW 5: THE REFEREE

The Authority of the Referee

Each game is controlled by a referee who has full authority to enforce the Laws of the Game in connection with the game to which he has been appointed, from the moment he enters the locality where the playing area is situated until he leaves.

Powers and Duties

The Referee:

- Enforces the Laws of the Game
- Allows play to continue when the team against which an offence has been committed will benefit from such an advantage and penalises the original offence if the anticipated advantage does not ensue at that time
- Keeps a record of the match and provides the appropriate authorities with a game report which includes information on any disciplinary action taken against players, and/or team officials and any other incidents which occur before, during or after the game
- Acts as timekeeper
- Stops, suspends or terminates the game for any infringement of the Laws or due to any kind of outside interference
- Takes disciplinary action against players guilty of cautionable and sending-off offences
- Takes action against team officials who fail to conduct themselves in a responsible manner and may, at his discretion, expel them from the playing area and its immediate surrounds
- Ensures that no unauthorised persons enter the playing area
- Stops the game if, in his opinion, upon injury assessment a player is seriously injured and ensures that he is removed from the playing area
- Ensures any player bleeding from a wound leaves the playing area
- Allows play to continue until there is a stoppage in play if a player is, in his opinion, only slightly injured
- Ensures that any ball used meets the requirements of Law 2
- Make use of timed suspensions to exclude temporarily players guilty of infringements of the laws.
- In the absence of a second official, the referee should make excluded players aware of the end of their period of suspension

Decisions of the Referee

The decisions of the referee regarding facts connected with play are final.

LAW 6: THE MATCH OFFICIAL

Duties

The duties of the Match Official are to assist the referee in the control of the game in the following areas: -

- Control of the substitution procedure, ensuring that the player to be replaced has left the playing area before the substitute is allowed to enter the playing area
- Check the equipment of all the substitutes entering the playing area
- Ensure that a player sent from the playing area by the referee, to replace any missing or defective equipment is checked before being allowed back on to the playing area
- If a player has been removed from the playing area by the referee to have a 'blood injury' treated the match official must ensure that the bleeding has stopped before the player is allowed to re enter the playing area
- Keep a full record of the game details
- Act as the timekeeper for any player who has been given a temporary suspension from the game
- Report to the referee any misconduct by any of the team players or officials in the technical / bench / substitute area
- Carry out any other duties as requested by the referee

LAW 7: THE DURATION OF THE GAME

The duration of the game shall be divided into two equal periods of over five and up to 25 minutes each period subject to the following:

- (a) Allowance shall be made in either period for time lost through stoppages as decided by the referee.
- (b) The duration of either half shall be extended to enable a penalty kick to be taken.
- (c) At half time the interval shall not exceed five minutes except by consent of the Referee.
- (d) Competition rules may allow for a game to be played in its entirety without a half time interval or requirement to change ends.

For games ending in a draw, competition rules may state provisions involving extra time or other procedures approved by the International FA Board to determine the winner of the game.

LAW 8: START OF PLAY**Preliminaries**

The choice of ends is decided by the toss of a coin. The team winning the toss decides which goal it wishes to attack in the first half of the game.

The other team takes the kick-off to start the game.

Kick-off

A kick-off is a way of starting or restarting play:

- at the start of the game
- after a goal has been scored
- at the start of the second half of the game
- at the start of each period of extra time, where applicable

A goal may be scored directly from the kick-off.

Procedure

- all players are in their own half of the playing area
- the opponents of the team taking the kick-off are at least 3m from the ball until it is in play
- the ball is stationary on the centre mark
- the referee gives a signal
- the ball is in play when it is kicked and moves forward
- the kicker may not touch the ball a second time until it has touched another player

After a team scores a goal, the other team takes the kick-off.

Infringements/Sanctions

If the kicker touches the ball for a second time before it has been touched by another player:

- An indirect free kick is awarded to the opposing team which has to be taken from the place where the infringement occurred. For any other infringement of the kick-off procedure the kick-off is retaken.

Drop Ball

A drop ball is a way of restarting the game after a temporary stoppage

Procedure

The referee drops the ball at the place where it was located when play was stopped, unless it was in the goalkeeper's possession, when the goalkeeper shall, at the referee's signal; return the ball into play by throwing the ball from any point within the Penalty Area.

Play restarts when the ball touches the ground.

Where barricades are in use and a drop ball is required the referee shall drop the ball 2m from the barricade at the appropriate point.

Infringements/Sanctions

The ball is dropped again:

- If it is touched by a player before it makes contact with the ground
- If the ball leaves the playing area after it makes contact with the ground, without a player touching it

LAW 9: THE BALL IN AND OUT OF PLAY

Ball Out of Play

The ball is out of play when:

- It has wholly crossed the goal line or touch line, whether on the ground or in the air
- Play has been stopped by the referee
- When playing indoors, it hits the ceiling

Ball In Play

The ball is in play at all other times including when:

- It rebounds from a goal post, the crossbar, or the barricades onto the playing area
- It rebounds from the referee when on the playing area

Decisions

When a game is being played on an indoor playing area and the ball hits the ceiling, the game is restarted by an indirect free kick awarded to the opposing team to the one which last touched the ball.

The indirect free kick should be taken from the point at which the ball began to rise. Should this occur in the penalty area, the free kick should be taken from the penalty area line nearest to where the offence was committed. The exception to this rule is when the ball hits the ceiling following a deliberate 'save' (as opposed to a clearance) by the goalkeeper. In this case teams should play on.

Height of ball restrictions – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team

LAW 10: THE METHOD OF SCORING

Goal Scored

Except otherwise provided by these Laws, a goal is scored when the whole of the ball passes over the goal line, between the goalposts and under the crossbar, unless it has been thrown, carried or intentionally propelled by the hand or arm by a player of the attacking side, the goalkeeper included.

Winning Team

The team scoring the greater number of goals during a game is the winner. If both teams score an equal number of goals or if no goals are scored, the game is drawn.

Competition Rules

For games ending in a draw, competition rules may state provisions involving extra time or other procedures to determine the winner of a game.

LAW 11: FREE KICKS**Types of Free Kicks**

Free kicks are either direct or indirect.

For both direct and indirect free kicks, the ball must be stationary when the kick is taken and the kicker may not touch the ball a second time until it has touched another player.

The Direct Free Kick

- If a direct free kick is kicked directly into the opponent's goal, a goal is awarded

The Indirect Free Kick

- A goal can be scored only if the ball subsequently touches another player before it enters the goal

Position of Free Kick

- All opponents must be at least 3m from the ball until it is in play
- The ball is in play after it has been touched or played

Infringements/Sanctions

If, when a free kick is taken, an opponent is closer to the ball than the required distance:

- The kick is retaken

If, after the ball is in play, the kicker touches the ball a second time before it has touched another player:

- An indirect free kick is awarded to the opposing team, taken from the place where the infringement occurred.

Signals

Direct Free Kick: the referee keeps one arm horizontal pointing in the direction the kick has to be taken

Indirect Free Kick: the referee indicates an indirect free kick by raising his arm above his head. He maintains his arm in that position until the kick has been taken and the ball has touched another player or goes out of play

LAW 12: FOULS AND MISCONDUCT

Fouls and misconduct are penalised as follows:

Direct Free Kick

A direct free kick is awarded to the opposing team if a player commits any of the following seven offences in a manner considered by the referee to be careless, reckless or using excessive force:

- Kicks or attempts to kick an opponent
- Trips or attempts to trip an opponent
- Jumps at an opponent
- Charges an opponent, even with the shoulder
- Strikes or attempts to strike an opponent
- Pushes an opponent
- Tackles an opponent

A direct free kick is also awarded to the opposing team if a player commits any of the following offences:

- holds an opponent
- spits at an opponent
- Slides in an attempt to play the ball when it is being played or attempted to be played by an opponent (sliding tackle).
- handles the ball deliberately, except for the goalkeeper in his own penalty area

A direct free kick is taken from the place where the infringement occurred.

Penalty Kick

A penalty kick is awarded if a player commits any of the aforementioned offences inside his own penalty area, irrespective of the position of the ball but provided that it is in play.

If the Competition Rules dictate that only goalkeepers are permitted inside their own penalty area then this part of the Law does not apply.

Indirect Free Kick

An indirect free kick is awarded to the opposing team if a goalkeeper commits one of the following offences:

- touches or controls the ball with his hands after it has been deliberately kicked to him by a team-mate
- touches or controls the ball with his hands after he has received it directly from a kick-in taken by a team-mate
- touches or controls the ball with his hands or feet, in the penalty area, for more than four seconds
- Height of ball restrictions (optional modification) – If a height restriction is introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team.
- If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place.
- The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance unless the ball hits the roof when play should be restarted with a drop ball. However should another player play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team.

An indirect free kick is also awarded to the opposing team, to be taken from the place where the infringement occurred, if, in the opinion of the referee, a player:

- plays in a dangerous manner
- deliberately impedes the progress of an opponent when the ball is not being played
- prevents the goalkeeper from releasing the ball from his hands
- commits any other offence, not previously mentioned in Law 12, for which play is stopped to caution or dismiss a player

The indirect free kick is taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the point nearest to where the infringement occurred.

Disciplinary Sanctions

The use of temporary time suspensions ('sin bins) and the exclusion of a player arising from the issuing of a red card are the recommended disciplinary sanctions for use in small-sided football. Match officials should employ the use of temporary timed suspensions (blue cards) in all cases traditionally regarded as cautionable offences.

Referees shall also have the discretion to use a second 'blue card' and a further period of suspension for a second minor offence rather than a second blue card automatically resulting in a red card and permanent expulsion.

The options for a match official imposing disciplinary sanctions are therefore;

- Player shown a blue card and temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily excluded from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play.

The period of timed suspension in Small Sided Football shall be two minutes. The release of players from a temporary suspension should be at the direction of the Referee or a Match Official if one is available.

Temporary Timed Suspensions – Procedures

A player temporarily suspended from play will be shown a blue card by the match official and informed that he/she shall be suspended from play for two minutes.

The player is obliged to leave the playing area and remain in a designated 'sin bin' area for the required suspension time. Separate 'sin bin' areas should be identified for each team. If no designated 'sin bin' areas are provided then suspended players should remain in the area where they can be seen by the referee and adjacent to team officials and substitutes.

A player will be informed as to the end of a period of suspension by the referee or match official and invited to rejoin the game. Where barricades are used the players must use the opening onto the playing area.

Temporary Timed Suspensions

A player is shown the blue card and temporarily excluded from play if he commits any of the following offences:

C1 is guilty of unsporting behaviour

C2 shows dissent by word or action

C3 persistently infringes the Laws of the Game

C4 delays the restart of play

C5 fails to respect the required distance when play is restarted with a corner kick, kick-in, free kick or goal clearance.

C6 enters or re-enters the playing area without the referee's permission or infringes the substitution procedure

C7 deliberately leaves the playing area without the referee's permission outside of a substitution

For any of these offences, an indirect free kick is awarded to the opposing team, to be taken from the place where the infringement occurred. If the offence was committed within the penalty area the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

Exception to the use of 'Blue Cards' and Temporary Timed Suspensions

The only exception to the use of 'Blue Cards' and Temporary Timed Suspensions is in facilities where if a player is excluded for two minutes they are unable to take up a position which is still in the eye line of the Referee but outside the boundaries of the pitch. This might be the case in an enclosed sports hall or in a complex of caged pitches. In such circumstances safety considerations requires the Referee to employ the use of yellow cards, with all players remaining on the pitch unless excluded permanently. In this situation normal disciplinary sanctions will apply after the game as per the competition rules. If 2 yellow cards are given to an individual the player will be shown a red card and dismissed.

Sending-Off Offences

A player is sent off and shown the red card if he commits any of the following offences:

1. S1 is guilty of serious foul play
2. S2 is guilty of violent conduct
3. S3 spits at an opponent or any other person
4. S4 denies the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within his own penalty area)

5. S5 denies an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick
6. S6 uses offensive, insulting or abusive language
7. S7 receives a second blue/yellow card in the same match

If play is stopped for a player to be sent from the playing area without having committed any additional infringement of the Laws, the game is restarted by an indirect free kick, awarded to the opposing team, to be taken at the place where the infringement occurred. However, if the offence is committed in the penalty area, the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

Decisions

A player who has been sent off may not take any further part in the game nor may he sit on the substitutes' bench, where provided.

LAW 13

The Penalty Kick

A penalty kick is awarded against a team which commits any of the offences for which a direct free kick is awarded inside its own penalty area and while the ball is in play subject to Competition Rules dictating if other players other than the defending goalkeeper may enter the penalty area.

A goal may be scored directly from a penalty kick.

Additional time is allowed for a penalty kick to be taken at the end of each half or at the end of each period of extra time.

Position of the Ball and the Players

The ball:

- Is placed on the penalty mark

The player taking the penalty kick:

- Is properly identified

The defending goalkeeper:

- Remains on his goal line, facing the kicker, between the goalposts, until the ball has been kicked

The players other than the kicker are located:

- Inside the pitch
- Outside the penalty area
- Behind or to the side of the penalty mark
- At least 3m from the ball

Procedure

- The player taking the penalty kicks the ball forward
- He may not play the ball a second time until it has touched another player
- The ball is in play when it is kicked and moves forward

When a penalty kick is taken during the normal course of play, or time has been extended at half-time or full time to allow a penalty kick to be taken or retaken, a goal is awarded if, before passing the goalposts and under the crossbar:

- The ball touches either or both of the goalposts, and/or the crossbar and/or the goalkeeper

Infringements/Sanctions

If any of the following situations occur:

A player of the defending team infringes this Law:

- The kick is retaken, only if a goal is not scored
- The kick is not retaken if a goal is scored

A team-mate of the player taking the kick infringes this Law of the Game:

- The kick is retaken if a goal is scored
- The kick is not retaken if a goal is not scored

The player taking the kick infringes this Law of the Game after the ball is in play:

- An indirect free kick is awarded to the opposing team, the kick to be taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

LAW 14 - THE KICK-IN

A kick-in is a method of restarting play.

A goal cannot be scored directly from a kick-in.

A kick-in is awarded:

- when the whole of the ball passes over a touch line, either on the ground or in the air, or hits the ceiling
- from the place where it crossed the touch line or 2m into the playing area adjacent to where the ball left the playing area when barricades are in use
- to the opponents of the player who last touched the ball

Position of the Ball and the Players

The ball:

- has to be stationary on the touch line; or 2m into the playing area from the barrier where barricades are in use
- is kicked into play in any direction

The player taking the kick-in:

- has part of each foot either on the touch line or on the ground outside the touch line at the moment of kicking the ball; or
- must stand between the ball and the barricade where in use

The players of the defending team:

- are at least 3m from the place where the kick-in is taken

Procedure

- the player taking the kick-in may not play the ball a second time until it has touched another player
- the ball is in play immediately after it is kicked or touched

Infringements/Sanctions

The kick-in is retaken by a player of the opposing team if:

- the kick-in is taken incorrectly
- the kick-in is taken from a position other than the place where the ball passed over the touch line or where indicated by the referee where barricades are in use
- An indirect free kick is awarded to the opposition if the player taking the kick in plays the ball a second time before it has been played by another player

LAW 15**The Goal Clearance**

A goal clearance is a method of restarting play.

A goal may not be scored directly from a goal clearance.

The goal clearance is awarded when:

- the whole of the ball, having last touched a player of the attacking team, passes over the goal line, either on the ground or in the air, and a goal is not scored in accordance with Law 10

Procedure

- opponents remain outside the penalty area
- the goalkeeper does not play the ball a second time until it has touched another player
- the ball is in play when the ball is thrown or kicked from any point within the penalty area by the goalkeeper of the defending team

Infringements/Sanctions

If the ball is not thrown or kicked directly beyond the penalty area:

- the goal clearance is retaken

If, after the ball is in play, the goalkeeper touches the ball, before it has touched another player:

- an indirect free kick is awarded to the opposing team from the penalty area line from the place nearest to where the infringement occurred

If, after the ball is in play, the goalkeeper picks the ball up after it has been deliberately kicked to him by a team mate:

- an indirect free kick is awarded to the opposing team, to be from the penalty area line from the place nearest to where the infringement occurred
- Competition rules may allow variations to this ruling allowing goalkeepers to receive the ball straight from a team mate.

LAW 16**The Corner Kick**

A corner kick is a method of restarting play.

A goal may be scored directly from a corner kick, but only against the opposing team.

A corner kick is awarded when:

- The whole of the ball, having last touched a player of the defending team, passes over the goal line, either on the ground or in the air, and a goal is not scored in accordance with Law 10

Procedure

- The ball is placed inside the corner arc at the nearest corner
- Opponents remain at least 3m from the ball until it is in play
- The ball is kicked by a player of the attacking team
- The ball is in play when it is kicked or touched
- The kicker does not play the ball a second time until it has been played by or touched another player

Infringements/Sanctions

An indirect free kick is taken by the opposing team if:

- The player taking the corner kick plays the ball a second time before it has been played by or touched another player. The indirect free kick is taken from the place where the infringement occurred

For any other infringement:

- The corner kick is retaken

Where the playing area is surrounded by barricades the corner kick is replaced by a kick-in at a point 2m inside the playing area at the corner nearest the point where the ball left the playing area.

Competition Rules may allow the ball to be returned to the defending goalkeeper once the ball has crossed the goal line.

Kicks From The Penalty Mark Procedure

Taking kicks from the penalty mark is a method of determining the winning team where competition rules require there to be a winning team after a match has been drawn

Procedure

- The referee chooses the goal at which the kicks will be taken
- The referee tosses a coin and the team whose captain wins the toss decides whether to take the first or second kick.
- The referee keeps a record of the kicks being taken
- In principle each team takes five kicks, depending on the circumstances described hereafter
- The kicks are taken alternately
- The names of the players taking the kicks are announced to the referee by the captains of each team before the kicks from the penalty mark are taken and must be among those included on the list of players submitted before the match. Only those players on the pitch at the completion of the game are eligible to take part in Kicks from the Penalty Mark
- Where a player(s) has been sent off by the referee the opposing team must reduce the number of players to equalise the participants in each team prior to the Kicks from the Penalty Mark commencing
- If, before both teams have taken five kicks, one has scored more goals than the other could score, even if it were to complete its five kicks, no more kicks are taken
- If, after both teams have taken five kicks, both have scored the same number of goals, kicks continue to be taken in the same order, until one team has scored one goal more than the other from the same number of kicks
- Any player who has been sent off may not take part in the kicks from the penalty mark
- Any eligible player may change places with his goalkeeper
- Only the eligible players and match officials are permitted to remain on the pitch when kicks from the penalty mark are taken
- All players, except the player taking the kick and the two goalkeepers, must remain in the opposite half to that where the kicks are being taken
- If a goalkeeper is injured during the kicks from the penalty mark procedure he may be replaced by a substitute

Procedures to Determine the Winner of a Match

To determine the winner of a match, tied after fulltime the following procedures or a combination of these procedures may be used,

- Extra time
- Kicks from the penalty mark

Use of these procedures should be detailed in the competition rules

Appendix A: Notes on the Laws for Small Sided Football - Modifications

Provided the principles of these laws are maintained, the Laws may be modified in their application for matches, including for players with disabilities as outlined below.

Any or all of the following modifications are permissible:

- Size of the playing area
- Size, weight and material of the ball
- Width between the goalposts and height of the crossbar from the ground
- The duration of the periods of play
- Substitutions
- Height of ball restrictions – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team
- Access to penalty areas being restricted only to goalkeepers. Entry into the penalty area by a defender results in a direct free kick from the penalty mark; entry into the penalty area by an attacker results in the goalkeeper being given possession of the ball to re-start the game.
- After the goalkeeper has distributed the ball, he/she may only receive a pass if the ball has either touched an opponent or if the ball has been touched by at least two of the goalkeeper's team-mates.
- Goalkeepers can only distribute the ball through underarm throws. Goalkeepers are not allowed to kick the ball deliberately unless in the process of making a save.
- Competition Rules may allow the ball to be returned to the defending goalkeeper once the ball has crossed the goal line
- Players are not permitted to hold onto barriers when in place to shield the ball and should be penalised by the referee for holding and a direct free kick awarded.

Other formats of Small Sided Football

The Football Association has the ability to sanction other formats of Small Sided Football. The principles of any approval by the FA shall be based upon,

- The normal Laws of Association Football apply with exceptions
- The game should take into full account the health and safety of the players and officials

Appendix B Advice to Referees

Affiliated Competitions

To ensure they are covered by their County FA Public Liability Insurance referees should ensure that all games they officiate in are sanctioned by the appropriate authority (The FA or County FA). If in doubt contact your County FA for clarification

Disciplinary Process

Referees should ensure that all offences for which they have dismissed players with a single red card are reported to their County FA within 48 hours of the game being played. Likewise any disciplinary issues with team officials should be reported within the same timescales

SECTION TWO

Small-Sided Football Laws of the Game

Players' Guide

- 1 The players equipment
- 2 The Referee
- 3 Duration of play
- 4 Playing the match
- 5 Making Substitutions and Changes
- 6 Fouls and free- kicks
- 7 Discipline Process
- 8 Returning the ball back into play
- 9 Modifications to the Laws

The Normal Laws of Association Football apply with exceptions:

1 The Players' Equipment

A player must not use equipment or wear anything that is dangerous to himself or another player. All Jewellery must be removed. Shinguards, must be covered entirely by the socks, made of a suitable material (rubber, plastic or similar substances) and provide a reasonable degree of protection.

Goalkeepers are permitted to wear long trousers and must wear colours, which easily distinguish him from the other players and the referees

2 The Authority of the Referee- Each match is controlled by a referee who has full authority to enforce the Laws of the Game in connection with the match to which he has been appointed, from the moment he enters the locality where the playing area is situated until he leaves.

3 The Duration of the Game- the game shall be divided into two equal periods of over 5 and up to 25 minutes each period subject to the following:

- Allowance shall be made in either period for time lost through stoppages as decided by the referee.
- The duration of either period shall be extended to enable a penalty kick to be taken.
- The Half Time interval shall not exceed 5 minutes except by consent of the Referee.
- Competition rules may allow for a game to be played in its entirety without a half time interval or requirement to change ends.

4 Kick-off- is a way of starting or restarting play: at the start of the game, after a goal has been scored, at the start of the second half of the game, and at the start of each period of extra time, where applicable. A goal may be scored directly from the kick-off. All players must be in their own half of the playing area; the opponents of the team taking the kick-off are at least 3m from the ball until it is in play. The ball must be stationary on the centre mark until the referee gives a signal. The ball is in play when it is kicked and moves forward. The kicker may not touch the ball a second time until it has touched another player

Drop Ball- is a way of restarting the match after a temporary stoppage. Play restarts when the ball touches the ground.

Ball Out of Play- The ball is out of play when: it has wholly crossed the goal line or touchline, whether on the ground or in the air, when the referee has stopped play, or when playing indoors, the ball hits the ceiling.

Ball In Play- the ball is in play at all other times including when: it rebounds from a goal post, the crossbar, or the barricades onto the pitch, or if it rebounds from the referee when on the playing area. When a match is being played on an indoor playing area and the ball

accidentally hits the ceiling, the game is restarted by an indirect free kick awarded to the opposing team to the team, which last touched the ball.

Height of ball restrictions – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team.

Offside- There is no offside.

Areas of Play – All players – both attackers and defenders are permitted to play within the penalty area. Goals can be scored within the penalty area. Modified rules may determine that access to the penalty area is restricted except for the goalkeeper.

- 5 **Substitution Procedure**- The maximum number of substitutes permitted is three.

The number of substitutions made during a match is unlimited. A player who has been replaced may return to the pitch as a substitute for another player. Substitutions should take place when there is a break in play or during play if the second official is involved in refereeing the game.

Changing Places with the Goalkeeper- Any of the other players, or substitutes, may change places with the goalkeeper. The following conditions must be observed: the referee must be informed before the change is made; a change may only be made during a stoppage in play, the replacement goalkeeper must wear a jersey, which distinguishes him from all other players, and the referee.

Viability of a match (Playing Numbers) - For 5 or 6- a side if a team loses at any time more than 2 members of their team the match should be abandoned. For 7-a-side this number should be more than 3 members of a team. However for all formats this should only apply when players are permanently excluded or lost through injury rather than within the 'Sin Bin' for a two minute suspension.

- 6 **Fouls and Misconduct**- Fouls and misconduct are penalised as follows:

A Direct Free Kick- A direct free kick is taken from the place where the infringement occurred and can be kicked directly into the opponent's goal to score a goal. The referee keeps one arm horizontal pointing in the direction the kick has to be taken. A direct free kick is awarded to the opposing team if a player commits any of the following offences in a manner considered by the referee to be careless, reckless or using excessive force:

- Kicks or attempts to kick an opponent
- Trips or attempts to trip an opponent
- Jumps at, pushes or charges an opponent (even with the shoulder)
- Strikes or attempts to strike an opponent
- Tackles an opponent (the key words are doing it carelessly, recklessly or with excessive force)

In addition direct free kicks will also be awarded if a player:

- Spits at an opponent,
- Slides in an attempt to play the ball when it is being played or attempted to be played by an opponent (sliding tackle).
- Handles the ball deliberately except for the goalkeeper in his penalty area
- Holds an opponent

A Penalty Kick- is awarded against a team, which commits any of the offences for which a direct free kick is awarded inside its own penalty area and while the ball is in play. Additional

time is allowed for a penalty kick to be taken at the end of each half or at the end of each period of extra time.

Position of the Ball and the Players for a Penalty kick- The ball is placed on the penalty mark; the player taking the penalty kick is properly identified. The defending goalkeeper must remain on his goal line, facing the kicker, between the goalposts, until the ball has been kicked. The players other than the kicker are located: inside the pitch, outside the penalty area, behind or to the side of the penalty mark, at least 5m from the ball. The player taking the penalty must kick the ball forward; they may not play the ball a second time until it has touched another player. The ball is in play when it is kicked and moves forward.

Indirect Free Kicks - An indirect free kick is taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the point nearest to where the infringement occurred. An indirect free kick is awarded for the following offences;

- A Goalkeeper touches or controls the ball with his hands after it has been deliberately kicked or thrown to him by a team-mate.
- A Goalkeeper Touches or controls the ball with his hands or feet, in the penalty area, for more than four seconds.
- The ball exceeds the height of ball restrictions (optional modification).
- If in the opinion of the referee, a player: plays in a dangerous manner, deliberately impedes the progress of an opponent when the ball is not being played, prevents the goalkeeper from releasing the ball from his hands, commits any other offence, not previously mentioned for which play is stopped to administer a temporary timed suspension or dismiss a player.

From an Indirect Free Kick a goal can be scored only if the ball subsequently touches another player before it enters the goal. For an Indirect Free Kick: the referee indicates an indirect free kick by raising his arm above his head. He maintains his arm in that position until the kick has been taken and the ball has touched another player or goes out of play.

Position of Free Kick- All opponents must be at least 3m from the ball until it is in play. The ball is in play after it has been touched or played.

- 7 **Disciplinary Sanctions-** The use of temporary time suspensions ('sin bins) and the exclusion of a player arising from the issuing of a red card are the recommended disciplinary sanctions for use in small-sided football. Match officials should employ the use of temporary timed suspensions (blue cards) in all cases traditionally regarded as cautionable offences. Yellow cards are no longer to be used in small-sided football unless the use of temporary timed suspensions is impractical due to the nature of the venue i.e. referees cannot supervise players who have been dismissed. In these cases yellow cards may continue to be used.

The options for a match official imposing disciplinary sanctions are therefore;

- Player shown a blue card is temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily suspended from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play of two minutes in duration. The release of players from a temporary suspension should be at the direction of the Referee or a Match Official if one is available.

Temporary Timed Suspensions- A player is shown the blue card and temporarily excluded from play if he commits any of the following offences: is guilty of unsporting behaviour, shows dissent by word or action, persistently infringes the Laws of the Game, delays the restart of play, fails to respect the required distance when play is restarted with a corner kick, kick-in, free kick or goal clearance. Enters or re-enters the pitch without the referee's permission or infringes the substitution procedure, deliberately leaves the pitch without the referee's permission.

For any of these offences, an indirect free kick is awarded to the opposing team, to be taken from the place where the infringement occurred. If the offence was committed within the penalty area the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred. .

Sending-Off Offences- A player is sent off and shown the red card if he commits any of the following offences: is guilty of serious foul play, is guilty of violent conduct, spits at an opponent or any other person, denies the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within his own penalty area). Denies an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick. Uses offensive, insulting or abusive language. Or if a player receives a second/third blue card in the same match.

Decisions- A player who has been sent off may not take any further part in the match nor may he sit on the substitutes' bench, where provided.

- 8 **The Kick-In-** is a method of restarting play. A goal cannot be scored directly from a kick-in. A kick-in is awarded if; the whole of the ball passes over a touch line, either on the ground or in the air, or hits the ceiling. A Kick-in is taken from the place where it crossed the touchline or 2m into the playing area adjacent to where the ball left the playing area when barricades are in use. The kick is awarded to the opponents of the player who last touched the ball.

The player taking the kick-in may not play the ball a second time until it has touched another player. The ball is in play immediately after it is kicked or touched. The players of the defending team must be at least 3m from the place where the kick-in is taken. The feet of the player taking the kick-in must not cross the line.

The Corner Kick- a goal may be scored directly from a corner kick.

- 9 Modifications to the Laws –

Any or all of the following modifications are permissible:

- Size of the field of play
- Size, weight and material of the ball
- Width between the goalposts and height of the crossbar from the ground
- The duration of the periods of play
- Substitutions
- Height of ball restrictions
- Access to penalty areas being restricted only to goalkeepers.
- Goalkeeper unable to receive 'pass backs' unless the ball has been touched by an opponent or been touched by at least two of his team-mates.
- Goalkeepers can only distribute the ball through underarm throws.
- Goalkeeper restarts if the ball crosses goal line
- Players are not permitted to hold onto barriers when in place to shield the ball

Modifications to the laws should be detailed in the competition regulations

MATCHES AGAINST FOREIGN CLUBS

Associations, Leagues and Clubs, members of The Association, wishing to play Associations, Leagues or Clubs of another Nationality must apply to The Association for consent at least 28 days before the date of the intended match.

The Association will inform the other Association concerned when consent has been given for matches applied for.

The rules connected with the playing of matches abroad are probably the ones which are broken most. A minimum notice of 28 days should be given, though experience shows that this is not enough. When a request is made for a match to be played against foreign opposition, home or away, the national association of the opponent's club must be approached to see if that club is properly affiliated. This takes time, and at busy periods such as Easter and Whitsuntide, when many junior clubs go abroad, frequently consent is not received until shortly before the match is to be played. More unfortunately, notification is received that the proposed opponents are not affiliated, in which case the match cannot be played. Clubs have been severely punished and banned from foreign touring for periods of time for breaches of this rule.

In the case of senior professional clubs, matches between European clubs may only be arranged by agents who are licensed by the European Federation (U.E.F.A.). Lists of licensed agents are obtainable from The Football Association. It is almost courting disaster to attempt to arrange a match against foreign opposition at short notice, and "short notice" means less than a month.

Clubs should ensure that they follow their safeguarding children policy and procedures at all times and refer to The FA's recommended guidance on Travel Trips and Tournaments via www.thefa.com/football-rules-governance/safeguarding/raising-awareness---downloads-section.

RESPONSIBILITY FOR BEHAVIOUR

On the two types of application form for Tours abroad, The FA states that "All clubs given permission to play matches abroad are directed to ensure that, both on and off the field members of the party should uphold the prestige of The Association and of their clubs. It is a condition of permission being granted that a Director or Senior Committee Member of the club must travel with the party and must accept full responsibility for the actions and conduct of the party on tour."

Consent is also conditional upon the Laws of the Game being strictly observed. For example, even in friendly matches up to six substitutes may be used. If the matches are to be played outside Europe, clubs are reminded that in their own interest they should forward details of their visit and the matches to be played to the British Embassy in the countries concerned, and The Association will endeavour to assist in transmitting this information. This procedure is always followed in the case of an England or Representative FA side.

TRAVEL LICENCES FOR YOUNG PLAYERS

Since an increasing number of Junior/Youth Clubs are now applying for permission to play matches abroad, The FA some time ago, published information relating to young players travelling abroad.

Recently appointed or inexperienced secretaries should note carefully the following excerpts on Licences and Passports for certain types of player under the age of 18 years.

LICENCES

Under the terms of section 25 of the Children and Young Persons Act, 1933 a young person under 18 years of age needs a licence if he or she is to play or perform abroad for profit. Thus it is an offence for a footballer of less than 18 years of age to be sent abroad to play for his team or country unless he has been granted a licence.

The onus for applying for the licence rests with the Club Manager or in cases of an International match with The Football Association.

To obtain a licence the Club Manager or The Football Association should send to the Bow Street Magistrates Court, London WC2:-

1.
 - (a) a completed 'Application for Licence' (form Q1 obtainable from the Bow Street Magistrates Court).
 - (b) a completed 'Notice to Police' (form Q10 obtainable from the Bow Street Magistrates Court).
 - (c) a copy of the Schedule (obtainable from the Bow Street Magistrates Court).
 - (d) a letter stating that:
 - (i) the player is physically fit to go abroad for the purpose of playing football.
 - (ii) the date of birth of the player is as shown on the 'Application for Licence'
 - (iii) the 'Application for Licence' is made with the consent of the parent or guardian of the player.
 - (e) details of the Club's visit abroad, i.e. dates of the tour and matches also the financial arrangements in so far as the players are concerned.
2. The Club should also send the following to the Police in whose area the player resides:-
 - (a) a copy of the completed 'Application for Licence' (form Q1).
 - (b) a completed 'Notice to Police' (form Q10 Supplied with form Q1).
3. The arrival of the player/s who is/are on licence must be reported to the local Consul in whose area the player/s will be staying while abroad. Details of the Consul's name and telephone number will be given to you by Bow Street when the licence is issued.
4. The return of the player/s who is/are on licence must be reported to Bow Street in writing immediately after he/they has/have returned to England.

PASSPORTS

Applications for passports in respect of footballers of less than 18 years of age going abroad to play football should be sent or taken to the nearest Passport Office. Each application should be accompanied by the Club Manager's written undertaking that the player will not be sent abroad to play for his team without a licence so long as he is under the age of eighteen. These requirements do not apply to players over the age of 18, nor where the passport is required for holiday purposes.

STANDARD CLUB RULES

SUGGESTED RULES:

1. Name

The club shall be called _____ (the “Club”).

2. Objects

The objects of the Club shall be to provide facilities, promote the game of Association Football, to arrange matches and social activities for its members and community participation in the same.

3. Status of Rules

These rules (the “Club Rules”) form a binding agreement between each member of the Club.

4. Rules and Regulations

(a) The members of the Club shall so exercise their rights, powers and duties and shall, where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in accordance with the Rules and Regulations of The Football Association Limited (“The FA”), County Football Association to which the Club is affiliated (“Parent County Association”) and Competitions in which the Club participates, for the time being in force.

(b) No alteration to the Club Rules shall be effective without prior written approval by the Parent County Association. The FA and the Parent County Association reserve the right to approve any proposed changes to the Club Rules.

(c) The Club will also abide by The FA’s Child Protection Policies and Procedures, Codes of Conduct and the Equality Policy as shall be in place from time to time.

5. Club Membership

(a) The members of the Club from time to time shall be those persons listed in the register of members (the “Membership Register”) which shall be maintained by the Club Secretary.

(b) Any person who wishes to be a member must apply on the Membership Application Form and deliver it to the Club. Election to membership shall be at the discretion of the Club Committee and granted in accordance with the anti-discrimination and equality policies which are in place from time to time. An appeal against refusal may be made to the Club Committee in accordance with the Complaints Procedure in force from time to time. Membership shall become effective upon an applicant’s name being entered in the Membership Register.

(c) In the event of a member’s resignation or expulsion, his or her name shall be removed from the Membership Register.

(d) The FA and Parent County Association shall be given access to the Membership Register on demand.

6. Annual Membership Fee

(a) An annual fee payable by each member shall be determined from time to time by the Club Committee and set at a level that will not pose a significant obstacle to community participation. Any fee shall be payable on a successful application for membership and annually by each member. Fees shall not be repayable.

(b) The Club Committee shall have the authority to levy further subscriptions from the members as are reasonably necessary to fulfil the objects of the Club.

7. Resignation and Expulsion

- (a) A member shall cease to be a member of the Club if, and from the date on which, he/she gives notice to the Club Committee of his/her resignation. A member whose annual membership fee or further subscription is more than two (2) months in arrears shall be deemed to have resigned.
- (b) The Club Committee shall have the power to expel a member when, in its opinion, it would not be in the interests of the Club for them to remain a member. An appeal against such a decision may be made to the Club Committee in accordance with the Complaints Procedure in force from time to time.
- (c) A member who resigns or is expelled shall not be entitled to claim any, or a share of any, of the income and assets of the Club (the “Club Property”).

8. Club Committee

- (a) The Club Committee shall consist of the following Club Officers: Chairperson, Vice Chairperson, Treasurer, Secretary and Minutes Secretary and up to 5 other members, elected at an Annual General Meeting.
- (b) Each Club Officer and Club Committee Member shall hold office from the date of appointment until the next Annual General Meeting (“AGM”) unless otherwise resolved at an Extraordinary General Meeting (“EGM”). One person may hold no more than two positions of Club Officer at any time. The Club Committee shall be responsible for the management of all the affairs of the Club. Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee meeting. The Chairperson of the Club Committee meeting shall have a casting vote in the event of a tie. Meetings of the Club Committee shall be chaired by the _____ or in their absence the _____. The quorum for the transaction of business of the Club Committee shall be three.
- (c) Decisions of the Club Committee of meetings shall be entered into the Minute Book of the Club to be maintained by the Club Secretary.
- (d) Any member of the Club Committee may call a meeting of the Club Committee by giving not less than seven days' notice to all members of the Club Committee. The Club Committee shall hold not less than four meetings a year.
- (e) An outgoing member of the Club Committee may be re-elected. Any vacancy on the Club Committee which arises between Annual General Meetings shall be filled by a member proposed by one and seconded by another of the remaining Club Committee members and approved by a simple majority of the remaining Club Committee members.
- (f) Save as provided for in the Rules and Regulations of The FA, the Parent County Association and any applicable Competition, the Club Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Rules.
- (g) The position of a Club Officer shall be vacated if such person is subject to a decision of The FA that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

9. Annual and Extraordinary General Meetings

- (a) An AGM shall be held in each year to:
 - (i) receive a report of the activities of the Club over the previous year;
 - (ii) receive a report of the Club's finances over the previous year;

- (iii) elect the members of the Club Committee; and
 - (iv) consider any other business.
- (b) Nominations for election of members as Club Officers or as members of the Club Committee shall be made in writing by the proposer and seconder, both of whom must be existing members of the Club, to the Club Secretary not less than 21 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing to the Club Secretary not less than 21 days before the meeting.
- (c) An EGM may be called at any time by the Club Committee and shall be called within 21 days of the receipt by the Club Secretary of a requisition in writing, signed by not less than five members stating the purposes for which the Meeting is required and the resolutions proposed. Business at an EGM may be any business that may be transacted at an AGM.
- (d) The Secretary shall send to each member at their last known address written notice of the date of a General Meeting (whether an AGM or an EGM) together with the resolutions to be proposed at least 14 days before the meeting.
- (e) The quorum for a General Meeting shall be _____.
- (f) The Chairperson, or in their absence a member selected by the Club Committee, shall take the chair. Save as set out at (g) below, each member present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the Chairperson of the Meeting shall have a casting vote.
- (g) Any member aged under 18 years may not vote in a general meeting save that one of his or her parents/guardians may vote on his or her behalf.
- (h) The Club Secretary, or in their absence a member of the Club Committee, shall enter Minutes of General Meetings into the Minute Book of the Club.

10. Club Teams

At its first meeting following each AGM the Club Committee shall appoint a Club member to be responsible for each of the Club's football teams. The appointed members shall be responsible for managing the affairs of the team. The appointed members shall present to the Club Committee at its last meeting prior to an AGM a written report of the activities of the team.

11. Club Finances

- (a) A bank account shall be opened and maintained in the name of the Club (the "Club Account"). Designated account signatories shall be the Club Chairperson, the Club Secretary and the Treasurer. No sum shall be drawn from the Club Account except by cheque signed by two of the three designated signatories. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account.
- (b) The Club Property shall be applied only in furtherance of the objects of the Club. The distribution of profits or proceeds arising from the sale of Club Property to members is prohibited.
- (c) The Club Committee shall have the power to authorise the payment of remuneration and expenses to any member of the Club (although a Club shall not remunerate a member for playing) and to any other person or persons for services rendered to the Club.
- (d) The Club may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, away-match expenses, post match refreshments and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.

- (e) The Club may also in connection with the sports purposes of the Club:
 - (i) sell and supply food, drink and related sports clothing and equipment;
 - (ii) employ members (although not for playing) and remunerate them for providing goods and services, on fair terms set by the Club Committee without the person concerned being present;
 - (iii) pay for reasonable hospitality for visiting teams and guests; and
 - (iv) indemnify the Club Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets).
- (f) The Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose, with reasonable accuracy, at any time, the financial position, including the assets and liabilities of the Club. The Club must retain its accounting records for a minimum of six years.
- (g) The Club shall prepare an annual "Financial Statement", in such format as shall be available from The FA from time to time. The Financial Statement shall be verified by an independent, appropriately qualified accountant and shall be approved by members at general meeting. A copy of any Financial Statement shall, on demand, be forwarded to The FA.
- (h) The Club Property, other than the Club Account, shall be vested in not less than two and no more than four custodians, one of whom shall be the Treasurer ("the Custodians"), who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the Minute Book shall be conclusive evidence of such a decision.
- (i) The Custodians shall be appointed by the Club in a General Meeting and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.
- (j) On their removal or resignation a Custodian shall execute a Conveyance in such form as is published by The FA from time to time to a newly elected Custodian or the existing Custodians as directed by the Club Committee. The Club shall, on request, make a copy of any Conveyance available to The FA. On the death of a Custodian, any Club Property vested in them shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, an EGM shall be convened as soon as possible to appoint another Custodian.
- (k) The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably incurred by them in carrying out their duties.

12. Dissolution

- (a) A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by a majority of at least three-quarters of the members present.
- (b) The dissolution shall take effect from the date of the resolution and the members of the Club Committee shall be responsible for the winding up of the assets and liabilities of the Club.
- (c) Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to another Club, a Competition, the Parent County Association or The FA for use by them for related community sports.

STANDARD CODE OF RULES

This document contains the Standard Code of Rules developed by The Football Association for open age football. These Rules are mandatory for all Competitions at Step 7 of the National League System and below, and The FA Women's Pyramid excluding The FA Women's Super League.

Competitions seeking sanction must draft their Rules in conformity with this Code, putting them in the correctly numbered Rule and showing the standard headings. The mandatory element is printed in normal text and the optional elements in italics. Competitions may add to the core of the Standard Code, which is mandatory, providing the additions are approved by the sanctioning association and do not conflict with the mandatory Rules or any relevant principles and policies established by the FA. Guidance from the Sanctioning Authority should be sought in advance if there is any doubt as to the acceptability of additional Rules.

It should be noted that in many cases Rules are so printed because they are alternatives and the procedure to apply should be retained and the others omitted. In all cases where [] is shown the necessary name, address, number or wording to complete this Rule must be inserted.

DEFINITIONS

1. (A) In these Rules:

"Affiliated Association" means an Association accorded the status of an affiliated Association under the Rules of The FA.

"AGM" shall mean the annual general meeting held in accordance with the constitution of the Competition.

"Deposit" means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

"Club" means a Club for the time being in membership of the Competition and **"Team"** means a side from a Club especially where a Club provides more than one Team in a division in accordance with the Rules.

"Competition" means the [] League.

"Competition Match" means any match played or to be played under the jurisdiction of the Competition.

"Secretary" means such person or persons appointed or elected to carry out the administration of the Competition.

"Contract Player" means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

"Fees Tariff" means a list of fees approved by the Clubs at a general meeting to be levied by the Management Committee for any matters for which fees are payable under the Rules.

"Fines Tariff" means a list of fines approved by the Clubs at a general meeting to be levied by the Management Committee for any breach of the Rules.

"Ground" means the ground on which the Club's team(s) plays its Competition Matches.

"Management Committee" means in the case of a Competition which is an unincorporated association, the management committee elected to manage the running of the Competition and where the Competition is incorporated it means the Board of Directors appointed in accordance with the articles of association of that company.

"Match Officials" means the referee, the assistant referees and any fourth official appointed to a Competition Match.

"Non Contract Player" means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

“Officer” means an individual who is appointed or elected to a position in a Club or Competition which requires that individual to make day to day decisions.

“Player” means any Contract Player, Non Contract Player or other Player who plays or who is eligible to play for a Club.

“Playing Season” means the period between the date on which the first competitive fixture in the Competition is played each year until the date on which the last competitive fixture in the Competition is played.

“Rules” means these rules under which the Competition is administered.

“Sanctioning Authority” means [The FA] [the Competition][the..... County Football Association Limited].

“Scholarship” means a Scholarship as set out in Rule C 3 (a) (i) of the Rules of The FA.

“Team Sheet” means a form provided by the Competition on which the names of the Players taking part in a Competition match are listed.

“The FA” means The Football Association Limited.

“written” or **“in writing”** means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- (B) All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Competition to have accepted the Rules and to have agreed to abide by the decisions of the Management Committee in relation thereto, subject to the provisions of Rule 16.
- (C) The Competition will be known as [“ ”] (or such other name as the Competition may adopt). The Clubs participating in the Competition must be members of the Competition. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Competition.
- (D) The administration of the Competition under these Rules will be carried out by the Competition acting (save where otherwise specifically mentioned herein) through the Management Committee in accordance with the rules, regulations and policies of The FA.

NOMENCLATURE AND CONSTITUTION

2. (A) This Competition shall consist of not more than [] Clubs approved by the Sanctioning Authority.
- (B) All Clubs must be affiliated to an Affiliated Association and their names and particulars shall be returned annually by the appointed date on the Form “D” to the [] County Football Association and must have a constitution approved by the Sanctioning Authority.

This Competition shall apply annually for sanction to the [] County Football Association(s) and the constituent teams of Member Clubs may be grouped in divisions, each not exceeding [] in number.

- (C) Only one team shall be permitted from any Club to participate in the same division as another team from the same Club unless there is no viable alternative because of logistical issues and/or reasons linked to participation and geographical boundaries. The Competition will obtain the prior approval of the Sanctioning Authority in the event of a division comprising of more than one team from the same Club. This Competition will ensure that, where permission is given, teams from a Club operating in the same division are run as separate entities with no interchange of players other than via transfers of registration in accordance with these Rules.

- (D) Inclusivity and Non-discrimination
 - (i) The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination
 - (ii) Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate Sanctioning Authority for investigation.
- (E) Clubs must comply with the provisions of any initiatives of The FA which are adopted by the Competition including but not limited to, Charter Standard and RESPECT programmes.
- (F) Clubs shall not enter any of their teams playing in the Competition in any other Competitions (with the exception of FA and County FA Competitions) except with the written consent of the Management Committee.
- (G) At the Annual General Meeting or at a Special General Meeting called for the purpose, a majority of the delegates present shall have power to decide or adjust the constitution of the divisions at their discretion. When necessary this Rule shall take precedence over Rule 12.

ENTRY FEE, SUBSCRIPTION, DEPOSIT

- 3. (A) Applications by Clubs for admission to the Competition or the entry of an additional team(s) from the same Club must be made in writing to the Secretary and must be accompanied by the Entry Fee [] set out in the Fees Tariff per team which shall be returned in the event of non-election.

At the discretion of a majority of the accredited voting members present applications, of which due notice has been given, may be received at the Annual General Meeting or a Special General Meeting.

When Rule 12(B) is applied or a team seeks a transfer or, is compulsorily transferred to another division, no Entry Fee shall be payable.
- (B) The Annual Subscription shall be [] per Club/team payable on or before the Annual General Meeting of the Competition in each year.
- (C) In the event of any issue concerning the membership of any Club with the Competition the Management Committee may require a Deposit to be paid by or on behalf of the Club on such terms and for such period as it may in its entire discretion think fit.
- (D) A Club shall not participate in this Competition until the Entry Fee, Annual Subscription and Deposit (if required) have been paid.
- (E) Clubs must advise annually to the Secretary in writing by [] of its Sanctioning Authority affiliation number for the forthcoming Season. Clubs must advise the Secretary in writing, or on the prescribed form, of details of its Headquarters, Officers and any other information required by the Competition.

MANAGEMENT, NOMINATION, ELECTION

- 4. (A) The Management Committee shall comprise the Officers of the Competition and [] ordinary members who shall all be elected at the Annual General Meeting.
- (B) All candidates for election as Officers or Members of the Management Committee shall be nominated to the Secretary in writing, signed by the Secretaries of two Member Clubs, not later than [] in each year. Names of the candidates for election shall be circulated with the notice of the Annual General Meeting. In the event of there being no nomination in accordance with the foregoing for any office, nominations may be received at the Annual General Meeting.
- (C) The Management Committee shall meet as and when required with no more than three calendar months between each meeting.

On receiving a requisition signed by two-thirds of the members of the Management Committee the Secretary shall convene a meeting of the Committee.

- (D) Except where otherwise mentioned all communications shall be addressed to the Secretary who shall conduct the correspondence of the Competition and keep a record of its proceedings.
- (E) All communications received from Clubs must be conducted through their nominated Officers.

POWERS OF MANAGEMENT

5. (A) The Management Committee may appoint sub-committees and delegate such of their powers as they deem necessary. The decisions of all sub-committees shall be reported to the Management Committee for ratification. The Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The Football Association or Affiliated Association.
- (B) Subject to the permission of the Sanctioning Authority having been obtained the Management Committee may order a match or matches to be played each season, the proceeds to be devoted to the funds of the Competition and, if necessary, may call upon each Club (including any Club which may have withdrawn during the season) to contribute equally such sums as may be necessary to meet any deficiency at the end of the season.
- (C) Each Member of the Management Committee shall have the right to attend and vote at all Management Committee Meetings and have one vote thereat, but no Member shall be allowed to vote on any matters directly appertaining to such Member or to the Club so represented or where there may be a conflict of interest. (This shall apply to the procedure of any sub-committee).

In the event of the voting being equal on any matter, the Chairman shall have a second or casting vote.

- (D) The Management Committee shall have powers to apply, act upon and enforce these Rules and shall also have jurisdiction over all matters affecting the Competition. Any action by the Competition must be taken within 28 days of the Competition being notified.

With the exception of Rules 5(I), 6(H), 10(A), 11 and 19, for all breaches of Rule a formal written charge must be issued to the Club concerned The Club charged shall be given seven days from the date of notification of the charge to reply to the charge and given the opportunity to:-

- (i) Accept or deny the charge
- (ii) Submit in writing a case of mitigation, or
- (iii) Put their case before the Management Committee at a personal hearing

All breaches of the Laws of the Game, or the Rules and Regulations of The FA shall be dealt with in accordance with FA Rules by the appropriate Association.

Any fines levied shall be in accordance with the Fines Tariff.

The maximum fine permitted for any breach of a Rule is £250 and, when setting any fine, the Competition must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances.

- (E) All decisions of the Management Committee shall be binding subject to the right of appeal in accordance with Rule 16.

Decisions of the Management Committee must be notified in writing to those concerned within ten days.

- (F) More than fifty percent (50%) of its members shall constitute a quorum for the transaction of business by the Management Committee or any sub-committee thereof.

- (G) The Management Committee, as it may deem necessary, shall have power to fill in an acting capacity, any vacancies that may occur amongst their number.
- (H) A Club must comply with an order or instruction of the Management Committee and must attend to the business and/or the correspondence of the Competition to the satisfaction of the Management Committee.
- (I) All fines and charges are payable forthwith and must be paid within 21 days of the date of notification of the decision. Any Club failing to do so will be fined in accordance with the Fines Tariff. Further failure to pay the fine including the additional fine within 14 days will result in fixtures being withdrawn until such time as the outstanding fines are paid.
- (J) A member of the Management Committee appointed by the Competition to attend a meeting or match may have any reasonable expenses incurred refunded by the Competition.
- (K) The Management Committee shall have the power to fill any vacancy that may occur in the membership of the Competition between the Annual General or Special General Meeting called to decide the constitution and the commencement of the Competition season.
- (L) The business of the Competition as determined by the Management Committee may be transacted by electronic mail or facsimile.

ANNUAL GENERAL MEETING

6. (A) The Annual General Meeting shall be held not later than [] in each year. At this meeting the following business shall be transacted provided that at least [] Members are present and entitled to vote:-
- (i) To receive and confirm the Minutes of the preceding Annual General Meeting.
 - (ii) To receive and adopt the Annual Report, Balance Sheet and Statement of Accounts.
 - (iii) Election of Clubs to fill vacancies.
 - (iv) Constitution of the Competition for ensuing season.
 - (v) Election of Officers and Management Committee.
 - (vi) Appointment of Auditors.
 - (vii) Alteration of Rules, if any.
 - (viii) Fix the date for the commencement of the season and kick off times applicable to the Competition.
 - (ix) Other business of which due notice shall have been given and accepted as being relevant to an Annual General Meeting.
- (B) A copy of the duly audited/verified Balance Sheet, Statement of Accounts and Agenda shall be forwarded to each Club at least fourteen days prior to the meeting, together with any proposed change of Rules.
- (C) A signed copy of the duly audited/verified Balance Sheet and Statement of Accounts shall be sent to Sanctioning Authority within fourteen days of its adoption by the Annual General Meeting.
- (D) Each Club shall be empowered to send two delegates to an Annual General Meeting. Each Club shall be entitled to one vote only. Fourteen days' notice shall be given of any Meeting.
- (E) Clubs who have withdrawn their Membership of the Competition during the season being concluded or who are not continuing Membership shall be entitled to attend but shall vote only on matters relating to the season being concluded. This provision will not apply to Clubs expelled in accordance with Rule 17.

- (F) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least 50% of the delegates qualified to vote or the Chairman so decides.
- (G) No individual shall be entitled to vote on behalf of more than one Member Club.
- (H) Any continuing Club must be represented at the Annual General Meeting.
- (I) Officers and Management Committee members shall be entitled to attend and vote at an Annual General Meeting.

AGREEMENT TO BE SIGNED

7. The Chairman and the Secretary of each Club which is an unincorporated Association and two directors of each Club which is an incorporated entity shall complete and sign the following agreement which shall be deposited with the Competition together with the Application for Membership for the coming season, or upon indicating that the Club intends to compete.

"We, (A) (name) [] of (address) [] (Chairman)/(Director) and (B) (name) [] of (address) [] (Secretary)/(Director) of [] Football Club (Limited) have been provided with a copy of the Rules and Regulations of the [] Competition and do hereby agree for and on behalf of the said Club to conform to those Rules and Regulations and to accept, abide by and implement the decisions of the Management Committee of the Competition, subject to the right of appeal in accordance with Rule 16."

Any alteration of the Chairman and /or Secretary on the above Agreement must be notified to the [] County Football Association(s) to which the Club is affiliated and to the Secretary of the Competition.

QUALIFICATION OF PLAYERS

8. (A) (i) Contract players are not permitted in this Competition with the exception of those Players who are registered under Contract with the same Club who have a team operating at Steps 1 to 6 of the National League System.

It is the responsibility of each Club to ensure that any Player signing a registration form for that Club has, where necessary, the required International Transfer Certificate. Clearance is required for any Player aged 10 and over crossing borders including Wales, Scotland and Ireland.

- (ii) Each Club must have at least [] Players registered [] days before the start of each Playing Season.
- (B) A Player is one who, being in all other respects eligible, has signed a fully and correctly completed Competition registration form in ink, countersigned by an Officer of the Club and either (a) submitted to the Competition [] days prior to playing and whose registration has been confirmed by the Competition prior to that Player playing in a Competition Match, or (b) signed a fully and correctly completed Competition registration form in ink on a match day prior to playing, countersigned by an Officer of the Club and witnessed by an Officer of the opposing Club, and submitted to the Competition within two days of the match. The Player shall not again play until the Club is in possession of the approval of the Competition. A maximum of [] players may be registered in accordance with sub paragraph (b).
- (C) A team shall not include any player/more than [] players who has/have taken part in [] or more senior competition matches during the current season unless a period of [] days has elapsed since they played.
For the purpose of this Competition a senior competition(s) is/are [].
- (D) A player having taken part in matches for any Club affiliated to any County Football Association shall not be allowed to join, be transferred to, or sign for a Club in the Competition without first proving to the officials of the intended Club that the player has discharged all reasonable financial liabilities to the previous Club or Clubs, and a Club official

may not accept such player's signature without first ascertaining whether such claims have been discharged to the satisfaction of the Club, or Clubs, for which the player last played. In the event that a Player could be required to pay a proportion of a debt due under The FA Football Debt Recovery System then, whether or not the debt has been referred to the relevant County FA, the Competition must not affect the player's registration in any way or refuse to register a transfer due to that debt being outstanding. The Competition cannot refuse to register a Player for an unpaid non-footballing debt.

- (E) A fee as set out in the Fees Tariff shall be paid by each Club/team for each player registered.
- (F) The Management Committee shall decide all registration disputes.

In the event of a player signing a registration form or having a registration submitted for more than one Club, priority of registration shall decide for which Club the player shall be registered. The Secretary shall notify the Club last applying to register the player of the fact of the previous registration.

- (G) It shall be a breach of Rule for a player to:-
 - (i) Play for more than one Club in the Competition in the same season without first being transferred.
 - (ii) Having signed for one Club in the Competition, sign for another Club in the Competition in that season except for the purpose of a transfer.
 - (iii) Submit a signed registration form for registration that the player had wilfully neglected to accurately or fully complete.
- (H) (i) The Management Committee shall have the power to accept the registration of any player subject to the provisions of clauses (ii) and (iii) below.
- (ii) The Management Committee shall have power to refuse, cancel or suspend the registration of any player or may fine any player, at their discretion who has been charged and found guilty of registration irregularities (subject to Rule 16).
- (iii) The Management Committee shall have power to make application to refuse or cancel the registration of any player charged and found guilty of undesirable conduct (subject to Rule 16) subject to the right of appeal to the FA or the relevant County Football Association. Undesirable conduct shall mean an incident of repeated proven misconduct, which may deter a participant from being involved in this Competition. Application should be made to the parent County of the Club the player is registered or intending to be registered with.
- (iv) For a player who has previously had a registration removed in accordance with clause (iii) but has a registration accepted at the expiry of exclusion will be considered to be under a probationary period of 12 months. Whilst under a probationary period, should the player commit a further act of proven misconduct under the jurisdiction of the Competition, (excluding standard dismissals), the Competition would be empowered to consider a further charge of bringing the Competition into disrepute.

(Note: Action under Clause (iii) shall not be taken against a player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the player bringing the Competition into disrepute and will in any case be subject to an Appeal to the Football Association. All decisions must include the period of restriction. For the purpose of this Rule, bringing the competition into disrepute can only be considered where the player has received in excess of 112 days' suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence.)

- (I) Subject to compliance with FA Rule C2(a) when a Club wishes to register a Player who is already registered with another Club it shall submit a transfer form to the Competition

accompanied by a fee as set out in the Fees Tariff . Such transfer shall be referred by the Competition to the Club for which the player is registered. Should this Club object to the transfer it should state its objections in writing to the Competition and to the Player concerned within three days of receipt of the notification. Upon receipt of the Club's consent, or upon its failure to give written objection within three days, the Competition Secretary may, on behalf of the Management Committee, transfer the Player who shall be deemed eligible to play for the new Club from such date or [] days after receipt of such transfer.

In the event of an objection to a transfer the matter shall be referred to the Management Committee for a decision.

- (J) A player may not be registered for a Club nor transferred to another Club in the Competition after [date] except by special permission of the Management Committee.
- (K) A Club shall keep a list of the players it registers and a record of the games in which they have played, and shall produce such records upon demand by the Management Committee.
- (L) A register containing the names of all players registered for each Club, with the date of registration, shall be kept by the (Registrations) Secretary and shall be open to the inspection of any duly appointed Member Club representative at all Management Committee meetings or at other times mutually arranged. Registrations are valid for one Season only.

In the event of a player without a written contract changing his status to that of a contract player with the same Club, another Club in the Competition or with a Club in another Competition his registration as a player without a written contract will automatically be canceled and declared void unless the Club conforms to the exception detailed in Rule 8(A)(i).

- (M) A player shall not be eligible to play for a team in any special championship, promotion or relegation deciding match (as specified in Rule 12(A)) unless the player has played [] games for that team in this Competition in the current season.
- (N) A player who has played for a team in the [] Division [] times or more shall not in that season be eligible to play in a lower Division except by permission of the Management Committee.
- (O) Any Club found to have played an ineligible Player in a match or matches shall have any points gained from that match or matches deducted from its record, up to a maximum of 12 points, and have levied upon it a fine. The Management Committee may also order that such match or matches be replayed on such terms as are decided by the Management Committee which may also levy penalty points against the Club in default.

The Management Committee may vary this decision in respect of the points gained only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status.

In exceptional circumstances the Management Committee may, at its discretion, award the points available in the match in question to the opponents, subject to the match not being ordered to be replayed.

- (P) (The following Clause applies to Competitions involving players in full-time secondary education):-
 - (i) Priority must be given at all times to school and school organisations activities.
 - (ii) The availability of children must be cleared with the Head Teachers (except for Sunday Leagues).
 - (iii) To play open age football the player must have achieved the age of 16.

CLUB COLOURS. CLUB NAME

9. (A) Every Club must register the colour of its shirts and shorts with the Secretary by [date] who shall decide as to their suitability.

Goalkeepers must wear colours which distinguish them from all other players and the match officials.

No player, including the goalkeeper, shall be permitted to wear black or very dark shirts.

Any team not being able to play in its normal colours as registered with the Competition shall notify its opponents the colours in which they will play (including the colour of the goalkeepers jersey) at least [] days before the match.

If, in the opinion of the referee, two Clubs have the same or similar colours, the away/home team shall make the change. A club must not delay the scheduled time of kick off for a competition match by not having a change of colours. Shirts must be numbered.

- (B) Any Club wishing to change its name must obtain permission from the Sanctioning Authority and from the Management Committee. Any Club wishing to change its colours during the Playing Season must obtain permission from the Management Committee.

PLAYING SEASON. CONDITIONS OF PLAY, TIMES OF KICK-OFF. POSTPONEMENTS. SUBSTITUTES

10. (A) The Annual General Meeting shall determine the date for the commencement of the season.

- (B) All matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board.

Clubs must take all reasonable precautions to keep their grounds in a playable condition. All matches shall be played on pitches deemed suitable by the Management Committee. If through any fault of the home team a match has to be replayed, the Management Committee shall have power to order the venue to be changed.

The Management Committee shall have power to decide whether a pitch and/or facilities are suitable for matches in the Competition and to order the Club concerned to play its fixtures on another ground.

Football Turf pitches (3G) are allowed in this Competition providing they meet the required performance standards and are listed on the FA's Register of Football Turf pitches. For clubs playing at Step 7 and below a pitch must be tested (by a FIFA accredited test institute) every three years and the results passed to the FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

The home Club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 10(D).

All matches shall have duration of 90 minutes unless a shorter time (not less than sixty (60) minutes) is mutually arranged by the two Clubs in consultation with the referee prior to the commencement of the match, and in any event shall be of equal halves. Two matches involving the same two teams can be played on the same day providing the total playing time is not more than 120 minutes.

The times of kick-off shall be fixed at the AGM and can only be altered by the mutual consent of the two competing clubs prior to the scheduled date of the match with written notification given to the Competition at least 7 days prior.

Referees must order matches to commence at the appointed time and must report all late starts to the Competition.

The home team must provide goal nets and at least two footballs fit for play and the referee shall make a report to the Competition if the footballs are unsuitable.

- (C) Except by permission of the Management Committee all matches must be played on the dates originally fixed but priority shall be given to The Football Association and parent County Association Cup Competitions. All other matches must be considered secondary. Clubs may mutually agree to bring forward a match with the consent of the (Fixtures) Secretary.

In the case of a revised fixture date, the Clubs must be given by the Competition 5 clear days' notice of the match (unless otherwise mutually agreed).

- (D) The Secretary of the home Club must give notice of full particulars of the location of, and access to, the ground and time of kick-off to the match officials and the Secretary of the opposing Club at least [] clear days prior to the playing of the match. If not so provided, the away club shall seek such details and report the circumstances to the competition.
- (E) A minimum of [] players will constitute a team for a Competition match.
- (F) (i) Home and away matches shall be played. In the event of a Club failing to keep its engagement the Management Committee shall have power to inflict a fine, deduct points from the defaulting Club, award the points from the match in question to the opponents, order the defaulting Club to pay any expenses incurred by the opponents or otherwise deal with them except the award of goals. Notwithstanding the foregoing home and away provision, the Management Committee shall have power to order a match to be played on a neutral ground or on the opponent's ground if they are satisfied that such action is warranted by the circumstances.
- (ii) Any Club with more than one team in the Competition shall always fulfil its fixture, within the Competition, in the following order of precedence:- First Team, Reserve Team, A Team.
- (iii) Any Club unable to fulfil a fixture or where a fixture has been postponed for any reason must, without delay, give notice to the (Fixtures) Secretary, the Competition Referees Appointments Secretary, the Secretary of the opposing Club and the match officials.
- (iv) In the event of a match not being played or abandoned owing to causes over which neither Club has control, it shall be played in its entirety on a date to be mutually agreed by the two Clubs and approved by the Management Committee. Failing such agreement and notification to the (Fixtures) Secretary within [] days the Management Committee shall have power to order the match to be played on a named date or on or before a given date. Providing gate money is taken and retained the visiting Club shall receive their actual standard class rail or bus fares or the equivalent for persons, or car allowance at [] p per mile for transporting [] persons, or hire charge of a coach (receipt to be submitted). The residue (if any) to be equally divided between the two Clubs after deducting the cost of advertising, printing, posting, police and match officials charges. The home Club shall take the whole of the proceeds of the second match.
- (v) The Management Committee shall review all matches abandoned in cases where it is consequent upon the conduct of either or both Teams. Where it is to the advantage of the Competition and does no injustice to either Club, the Management Committee shall be empowered to order the score at the time of the abandonment to stand. In all cases where the Management Committee are satisfied that a match was abandoned owing to the conduct of one team or its Club member(s) they shall be empowered to award the points for the match to the opponent. In cases where a match has been abandoned owing to the conduct of both teams or their Club member(s), the Management Committee shall rule all points for the match as void. No fine(s) can be applied by the Management Committee for an abandoned match.

- (vi) The Management Committee shall review any match that has taken place where either or both teams were under a suspension imposed upon them by the Association or Affiliated Association. In each case the team that was under suspension would be dealt with in the same manner as if they had participated with ineligible players in accordance with Rule 8(O) above. Where both teams were under suspension the game must be declared null and void.
- (G) A Club may at its discretion and in accordance with the Laws of the Game use [] substitute players in any match in this Competition who may be selected from [] (3,4,5,6 or 7) players. Except for matches played at Step 7 of the National League System a player who has been substituted himself becomes a substitute and may replace a player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.
- The referee shall be informed of the names of the substitutes not later than [] minutes before the start of the match and a Player not so named may not take part in that match.
- A player who has been selected, appointed or named as a substitute before the start of the match but does not actually play in the game shall not be considered to have been a player in that game within the meaning of Rule 8 of this Competition.
- (H) The half time interval shall be of [] minutes' duration, but it shall not exceed fifteen minutes. The half time interval may only be altered with the consent of the referee.
- (I) The Cubs taking part in fixture Competition Match shall identify a team captain who has a responsibility to offer support in the management of the on-field discipline of his/her team mates.

REPORTING RESULTS

11. (A) The (Registration/Fixtures) Secretary must receive within [] days of the date played, the result of each Competition match in the prescribed manner. This must include the forename(s) and surname of the team players (in block letters) and also the Referee markings required by Rule 13, or any other information required by the Competition.
- (B) The Home Club/both Clubs shall telephone/SMS/email/notify the result of each match to the [] by [].
- (C) The match result notification, correctly completed, shall be signed by a responsible member of the Club.

DETERMINING CHAMPIONSHIP

12. (A) Team rankings within the Competition will be decided by points with three points to be awarded for a win and one point for a drawn match. The teams gaining the highest number of points in their respective Divisions at the conclusion shall be adjudged the winners. Matches must not be played for double points.

In circumstances where two or more teams are equal on points team rankings shall be determined by goal difference where the goals scored against by each team shall be deducted from the goals scored by that team and the largest positive difference shall be placed the highest. In the event of the goal difference being equal the highest placed team shall be the team which has scored the most goals. In the event that two or more teams have the same goal difference and have scored the same number of goals then the highest placed team shall be the team which has won the most matches.

In the event of the two teams still being equal the team which has the better playing record against the other team in their head to head Competition matches during the Season will be the highest placed team.

If the records of two or more teams are still equal and it is necessary for any reason to determine the position of each then the teams affected shall play a deciding match or matches as determined by the Management Committee.

- (B) Automatic promotion and relegation shall be applied for the first [] and last [] teams in each Division except as provided for hereunder, subject to the provisions of Rule 2(B).
- (i) Should one or more teams withdraw from any one Division after the fixtures have commenced an equal number of teams to those withdrawing in that Division shall not be automatically relegated.
 - (ii) Vacancies occurring after the conclusion of the season may be filled on any of the following ways:
 - (a) retention of otherwise relegated team(s)
 - (b) additional promotion of the next ranked team(s) from the Division below
 - (c) election
 - (iii) The last [] teams in the lowest Division shall retire, but be eligible for re-election except as below, and be subject to the conditions of paragraph (B)(i) above.
 - (iv) When a senior team is relegated to a lower Division of which its reserve team is a member, or entitled to be a member, such reserve team must accept relegation to, or retain its position in, the next lower Division; and should the senior team be relegated to the lowest Division its reserve team automatically retires from the Competition.
 - (v) Should either or both of the leading teams in any of the Divisions have its senior team in the next higher Division, promotion shall fall, at the discretion of the General Meeting, to the next highest team or teams in the Division concerned.
- (C) In the event of a team not completing 75% of its fixtures for the season all points obtained by or recorded against such defaulting team shall be expunged from the Competition table.
- (D) Where a promotion and/or relegation link exists between Competitions [] Clubs, providing they meet the appropriate grading criteria, will be eligible to make application to the [] Competition at their Annual General Meeting. Should the Champion Club not wish for promotion or, alternatively, not have the necessary grading criteria, then the [] or [] placed Club will be eligible under the same conditions.

At the end of each season and depending on the geographical location of Clubs gaining promotion to or being relegated from the Competition, it may be necessary for the Competition either (a) to accept a Club from the [] Competition, or (b) have a Club transferred to the same Competition.

The bottom [] Clubs in the [] Competition will be relegated. Each relegated Club will be allocated either to the [] Competition or to the Competition recommended as most appropriate by the Joint Liaison Committee. [] Clubs will be promoted to the [] Competition from the [] Competition, and the [] Competition providing that each Club is either the Champion Club or Runner-up or [] placed Club and has the necessary grading criteria.

In the event of there being no eligible Club wishing promotion or not having the necessary grading criteria from any of the Competitions, this will reduce the number of Clubs to be relegated from the [] Competition.

If only [] Clubs are eligible or wish for promotion, the bottom [] Clubs in the [] Competition will be relegated. If only [] Club is eligible or wishes promotion, only the bottom Club in the [] Competition will be relegated.

If no Clubs are eligible, or wish for promotion, no Clubs will be relegated from the [] Competition.

In the event of a Competition Club not being placed in the bottom Clubs at the end of the season, wishing to resign from the Competition at the end of the season, or having been excluded under Rule only Clubs will be relegated at the end of the season.

In the event of a Competition Club opting to be relegated or being relegated under Rule such Club or Clubs will replace the Club or Clubs otherwise due for relegation.

REFEREES

13. (A) Registered Referees (and Assistant Referees where approved by the FA or County FA) for all matches shall be appointed in a manner approved by the Management Committee and by the Sanctioning Authority.
- (B) In the event of the non-appearance of the appointed Referee the appointed senior Assistant Referee shall take charge and a substitute Assistant Referee appointed by the competing Teams. In cases where there are no officially appointed Assistant Referees, the Clubs shall agree upon a Referee. An individual thus agreed upon shall, for that game, have the full powers, status and authority of a registered Referee. Individuals under the age of 16 must not participate either as a Referee or Assistant Referee in any open age competition.
- (C) Where Assistant Referees are not appointed each Team shall provide a Club Assistant Referee.
- (D) The appointed Referee shall have power to decide as to the fitness of the ground in all matches and the decision shall be final subject to either in the case of a ground of a Local Authority or the owners of a ground, the Representative of that body is the sole arbiter and whose decision must be accepted.
- (E) Subject to any limits/provisions laid down by the sanctioning Association, Match Officials appointed under this Rule shall be paid a match fee of and travel expenses of per mile/ or inclusive of travel expenses.
- The Home Club shall pay the Officials their fees and/or expenses before/immediately after the match.
- (F) In the event of a match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to full fee plus expenses/half fee plus expenses/expenses only. Where a match is not played owing to one Club being in default, that Club shall be ordered to pay the Officials, if they attend the ground, their full fee and expenses.
- (G) A Referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, may be reported to the Association with which he or she is registered.
- (H) Each Club shall, in a manner prescribed from time to time by The Football Association, award marks to the Referee for each match and the name of the Referee and the marks awarded shall be submitted to the Competition on the prescribed Form provided. Clubs failing to comply with this Rule shall be liable to be fined or dealt with as the Management Committee shall determine.
- (I) The Competition shall keep a record of the markings and, on the Form provided by the prescribed date each season, shall submit a summary to The Football Association/County Association.
- (J) The Referee shall submit a report Form, supplied by the Competition, giving the result of the match, the number of players in each team and the time of kick-off to the (Registration) Secretary within two days of the match.
- (K) Referees and Assistant Referees shall be supplied, each Season, with a copy of the Competition Rules free of charge.
- (L) Referees and Assistant Referees shall have undertaken a Respect briefing offered by the FA/County FA or the League.

CONTINUATION OF MEMBERSHIP OR WITHDRAWAL OF A CLUB

14. (A) A Club intending, or having a provisional intention, to withdraw a team from the Competition on completion of its fixtures and fulfilment of all other obligations to the Competition must notify the Secretary in writing by 31st March each Season.
- (B) The Management Committee shall have the discretion to deal with a team being unable to start or complete its fixtures for a Playing Season.
- (C) In the event of a Member Club failing to discharge all its financial obligations to the Competition in excess of £50, the Management Committee are empowered to refer the debt under The FA Football Debt Recovery provisions.

PROTESTS AND COMPLAINTS

15. (A) (i) All questions of eligibility, qualifications of players or interpretations of the Rules shall be referred to the Management Committee.
- (ii) Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Management Committee unless a protest is lodged with the Referee before the commencement of the match.
- (B) Except in cases where the Management Committee decide that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Secretary within [] days (excluding Sundays) of the match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Management Committee. A Member of the Management Committee who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- (C) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Competition shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the enquiry or to order that the costs to be shared by the parties.
- (D) All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
- (i) All parties must have received [] days' notice of the Hearing should they be instructed to attend.
- (ii) Should a Club elect to state its case in person then the Club should indicate such when forwarding the written response.

PROTESTS, APPEALS

16. (A) All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Management Committee, or a sub-committee duly appointed by the Management Committee. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Management Committee.
- (B) All such protests claims complaints and appeals must be received in writing by the Secretary within fourteen days of the event or decision causing any of these to be submitted.

- (C) The Management Committee shall also have power to compel any party to the protest to pay such expenses as the Management Committee shall direct.
- (D) Any appeal against a decision of the Management Committee must be lodged with the Sanctioning Authority within fourteen (14) days of the posting of the written notification of the decision causing the appeal, accompanied by a fee which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Secretary.
- (E) If so requested the Management Committee may arbitrate on any disputes, protests, appeals, claims or complaints between two Clubs in which event both Clubs shall send a non-returnable fee. Such arbitration shall be final and binding upon the parties to the arbitration.

EXCLUSION OF CLUBS OR TEAMS

MISCONDUCT, CLUBS, OFFICIALS, PLAYERS

- 17. (A) At the Annual General Meeting or Special General Meeting called for the purpose, Notice of Motion having been duly circulated on the Agenda by direction of the Management Committee, the accredited delegates present shall have the power to exclude any Club or Team from membership which must be supported by (more than) two thirds (2/3) of those present and voting. Voting on this point shall be conducted by ballot. A Club which is the subject of the vote being taken shall be excluded from voting.
- (B) At the Annual General Meeting, or at a Special General Meeting called for the purpose, in accordance with the provisions of Rule 19, the accredited delegates present shall have the power to exclude from further participation in the Competition any Club whose conduct has, in their opinion, been undesirable, which must be supported by (more than) two-thirds (2/3) of those present and voting. Voting on this point shall be conducted by ballot.
A Club whose conduct is the subject of the vote being taken shall be excluded from voting.
- (C) Any official or member of a Club proved guilty of either a breach of Rule, other than field offences, or of inducing or attempting to induce a player or players of another Club in the Competition to join them shall be liable to expulsion or such penalty as a General Meeting or Management Committee may decide, and their Club shall also be liable to expulsion in accordance with the provisions of Clause (A) of this Rule.

TROPHY:-

LEGAL OWNERS, CONDITIONS OF TAKING OVER, AGREEMENT TO BE SIGNED, AWARDS.

- 18. (A) The following agreement shall be signed on behalf of the winners of the Cup or Trophy:-
“We (A) (name) and (B) (name), the Chairman and Secretary of FC (Limited), members of and representing the Club, having been declared winners of Cup or Trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to return the Cup or Trophy to the Competition Secretary on or before []. If the Cup or Trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”
- (B) At the close of each Competition awards may/shall be made to the winners and runners-up if the funds of the Competition permit.

SPECIAL GENERAL MEETINGS

- 19. Upon receiving a requisition signed by two-thirds (2/3) of the Clubs in membership the Secretary shall call a Special General Meeting.

The Management Committee may call a Special General Meeting at any time.

At least seven days' notice shall be given of either meeting under this Rule, together with an agenda of the business to be transacted at such meeting. Each Member Club shall be empowered to send two delegates to all Special General Meetings. Each Club shall be entitled to one vote only, as will members of the Management Committee.

Any continuing Member Club must be represented at a Special General Meeting.
Officers and Management Committee members shall be entitled to attend and vote at all Special General Meetings.

ALTERATION TO RULES

20. Alterations, for which consent has been given by the Sanctioning Authority, shall be made to these Rules only at the Annual General Meeting or at a Special General Meeting specially convened for the purpose called in accordance with Rule 19. Any alteration made during the Playing Season to these Rules shall not take effect until the following Playing Season.

Notice of proposed alterations to be considered at the AGM shall be submitted to the Secretary by [] in each year. The proposals, together with any proposals by the Management Committee, shall be circulated to the Clubs by [] and any amendments thereto shall be submitted to the Secretary by []. The proposals and proposed amendments thereto shall be circulated to Clubs with the notice of the AGM. A proposal to change a Rule shall be carried if [] [a majority] of those present, entitled to vote and voting are in favour.

A copy of the proposed alterations to Rules to be considered at the AGM or Special General Meeting shall be submitted to the Sanctioning Authority or The FA (as applicable) [] days prior to the date of the meeting.

FINANCE

21. (A) The Management Committee shall determine with which bank or other financial institution the funds of the Competition will be lodged.
- (B) All expenditure in excess of £ [] shall be approved by the Management Committee. Cheques shall be signed by at least two Officers nominated by the Management Committee.
- (C) The financial year of the Competition will end on [].
- (D) The books, or a certified balance sheet, of a Competition shall be prepared and shall be audited/verified annually by some suitable person(s) who shall be appointed at the Annual General Meeting.

INSURANCE

22. All Clubs must have public liability insurance cover of at least 10 million pounds (£10,000,000).

All Clubs shall be members of a Players' personal accident scheme. The policy cover shall be at least equal to the minimum recommended cover determined from time to time by the sanctioning Association. In instances where The Football Association is the sanctioning Association, the minimum recommended cover will be the cover required by the Affiliated Association to which a Club affiliates.

DISSOLUTION

23. (A) Dissolution of the Competition shall be by resolution approved at a Special General Meeting by a majority of three quarters (3/4) of the members present and shall take effect from the date of the relevant Special General Meeting.
- (B) In the event of the dissolution of the Competition, the members of the Management Committee are responsible for the winding up of the assets and liabilities of the Competition.
- (C) The Management Committee shall deal with any surplus assets as follows:
- (i) Any surplus assets, save for a Trophy or any other presentation, remaining after the discharge of the debts and liabilities of the Competition shall be transferred only to another Competition or Affiliated Association or The Football Association Benevolent Fund or to such other charitable or benevolent object in the locality of

the Competition as determined by resolution at or before the time of winding up, and approved in writing by the sanctioning Association.

- (ii) If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the Donor if the conditions attached to it so provide or, if not, dealt with as the Sanctioning Authority may decide.

FEE TARIFF		
RULE NUMBER	DESCRIPTION	MAXIMUM FEE
3 (A)	ENTRY FEE	£
3 (B)	ANNUAL SUBSCRIPTION	£
3 (C)	DEPOSIT	£
8 (E)	REGISTRATION FORM	£
8 (I)	TRANSFER FORM	£
13 (E)	REFEREE FEES	£
13 (E)	ASSISTANT REFEREE FEES	£
15 (C),16(A),16(G)	PROTEST/APPEAL FEES	£
FINE TARIFF		
2 (B)	FAILURE TO AFFILIATE	£
2 (E)	FAILURE TO COMPLY WITH FA INITIATIVES	£
2 (F)	UNAUTHORISED ENTRY OF TEAMS INTO COMPETITIONS	£
3 (C)	FAILURE TO PAY A DEPOSIT	£
3 (E)	FAILURE TO PROVIDE AFFILIATION NUMBER/ DETAILS FORM	£
4 (D)	COMMUNICATIONS CONDUCTED BY PERSONS OTHER THAN NOMINATED OFFICERS	£
5 (H)	FAILURE TO COMPLY WITH AN INSTRUCTION OF THE MANAGEMENT COMMITTEE	£
5 (I)	FAILURE TO PAY A FINE WITHIN 21 DAYS OF NOTICE	£
6 (H)	FAILURE TO BE REPRESENTED AT AGM	£
7	FAILURE TO SUBMIT THE REQUIRED WRITTEN AGREEMENT OR TO NOTIFY CHANGES TO SIGNATORIES	£
8 (A) (ii)	FAILURE TO HAVE THE REQUIRED NUMBER OF REGISTERED PLAYERS PRIOR TO THE SEASON COMMENCING	£
8 (B)	FAILURE TO CORRECTLY REGISTER A PLAYER	£
8 (C)	FIELDING MORE THAN THE PERMITTED NUMBER OF PLAYERS WHO HAVE PARTICIPATED IN SENIOR COMPETITIONS MATCHES	£
8 (G)	SIGNING OR PLAYING FOR MULTIPLE CLUBS, OR INACCURATE COMPLETION OF A REGISTRATION FORM	£
8 (H) (ii)	REGISTRATION IRREGULARITIES	£
8 (O)	PLAYING AN INELIGIBLE PLAYER	£
8 (P)	FAILURE TO GIVE PRIORITY TO SCHOOL ACTIVITIES	£

9 (A),10 (B)	DELAYING KICK OFF/NO NETS/ NO CORNER FLAGS	£
9 (B)	FAILURE TO OBTAIN CONSENT FOR A CHANGE OF CLUB NAME	£
10 (C)	FAILURE TO PLAY MATCHES ON THE DATE FIXED	£
10 (D)	FAILURE TO PROVIDE DETAILS OF A FIXTURE	£
10 (E)	PLAYING MATCH WITH LESS THAN REQUIRED NUMBER OF PLAYERS	£
10 (F) (i) & (iii)	FAILURE TO PLAY FIXTURE	£
10 (I)	NO CAPTAIN'S ARMBAND	£
11 (A) & 11 (C)	LATE TEAM SHEET	£
11 (B)	FAILURE TO PROVIDE RESULT	£
13 (C)	FAILURE TO PROVIDE CLUB ASSISTANT REFEREE	£
13 (E)	FAILURE TO PAY MATCH OFFICIALS' FEES AND EXPENSES	£
13 (F)	FAILURE TO PAY MATCH OFFICIALS WHERE A MATCH IS NOT PLAYED	£
13 (H)	FAILURE TO PROVIDE REFEREE'S MARK	£
14 (A)	WITHDRAWAL FROM LEAGUE AFTER 31ST MARCH	£
14 (B)	FAILURE TO START/COMPLETE FIXTURES	£
18 (A)	FAILURE TO SUBMIT THE REQUIRED WRITTEN AGREEMENT REGARDING THE TROPHY	£
22	FAILURE TO HAVE THE REQUIRED INSURANCE	£

STANDARD CODE OF RULES FOR MINI SOCCER AND YOUTH FOOTBALL COMPETITIONS

This document contains the Standard Code of Rules developed by The Football Association, for Mini Soccer and Youth Football Competitions. Such Competitions may add to the core of the Standard Code, which is mandatory, providing the additions are approved by the sanctioning Association and do not conflict with the mandatory Rules or any relevant principles and policies established by The FA. Guidance from the sanctioning Association should be sought in advance if there is any doubt as to the acceptability of additional Rules.

This Standard Code of Rules is mandatory for all Mini Soccer and Youth Football Competitions. Mini Soccer and Youth Football Competitions seeking sanction must draft their Rules in conformity with the code putting them in the correctly numbered Rule and showing the standard heading. The mandatory element is printed in normal text and the optional elements in italics.

It should be noted that in many cases Rules are so printed because they are alternatives and the procedure to apply should be retained and the others omitted. In all cases where square brackets are shown the necessary name, address, number or wording to complete this Rule must be inserted.

DEFINITIONS

1. (A) In these Rules:

“Affiliated Association” means an Association accorded the status of an affiliated Association under the Rules of The FA.

“AGM” shall mean the annual general meeting held in accordance with the constitution of the Competition.

“Club” means a Club for the time being in membership of the Competition.

“Competition” means the [] League.

“Competition Match” means any match played or to be played under the jurisdiction of the Competition.

“Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

“Deposit” means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

“Fees Tariff” means a list of fees approved by the Clubs at a general meeting to be levied by the Management Committee for any matters for which fees are payable under the Rules.

“Fines Tariff” means a list of fines approved by the Clubs at a general meeting to be levied by the Management Committee for any breach of the Rules.

“Ground” means the ground on which the Club's Team(s) plays its Competition Matches.

“Management Committee” means in the case of a Competition which is an unincorporated association, the management committee elected to manage the running of the Competition and where the Competition is incorporated it means the Board of Directors appointed in accordance with the articles of association of that company.

“Match Officials” means the referee, the assistant referees and any fourth official appointed to a Competition Match.

“Mini Soccer” means those participating at ages under 7s to under 10s.

“Non Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

“Officer” means an individual who is appointed or elected to a position in a Club or Competition which requires that individual to make day to day decisions.

“**Participants**” means an Affiliated Association, Competition, Club, Club Official, Intermediary, Player, Official, Match Official, Management Committee member, member or employee of an Affiliated Club and all such persons who are from time to time participating in any activity sanctioned either directly or indirectly by the Association.

“**Player**” means any Contract Player, Non Contract Player or other player who plays or who is eligible to play for a Club.

“**Playing Season**” means the period between the date on which the first competitive fixture in the Competition is played each year until the date on which the last competitive fixture in the Competition is played.

“**Rules**” means these rules under which the Competition is administered.

“**Sanctioning Authority**” means [The FA][the [] County Football Association Limited].

“**Scholarship**” means a Scholarship as set out in Rule C 3 (a) (i) of the Rules of The FA.

“**Secretary**” means such person or persons appointed or elected to carry out the administration of the Competition.

“**Team**” means a team affiliated to a Club.

“**Team Sheet**” means a form provided by the Competition on which the names of the Players taking part in a Competition Match are listed.

“**The FA**” means The Football Association Limited.

“**written**” or “**in writing**” means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

“**Youth Football**” means those participating at ages under 11s to under 18s.

- (B) All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Competition to have accepted the Rules and to have agreed to abide by the decisions of the Management Committee in relation thereto, subject to the provisions of Rule 16.
- (C) The Competition will be known as [] (or such other name as the Competition may adopt). The Clubs participating in the Competition must be members of the Competition. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Competition.
- (D) The administration of the Competition under these Rules will be carried out by the Competition acting (save where otherwise specifically mentioned herein) through the Management Committee in accordance with the rules, regulations and policies of The FA.
- (E) Unless stated otherwise, terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

NAME AND CONSTITUTION

- 2. (A) This Competition shall consist of not more than [] Clubs *and/or* [] Teams approved by the Sanctioning Authority.
- (B) All Clubs must be affiliated to an Affiliated Association and their names and particulars shall be returned annually by the appointed date in a manner prescribed by the Sanctioning Authority and must have a constitution approved by the Sanctioning Authority. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff). The area covered by the Competition membership shall be [].

This Competition shall apply annually for sanction to the [] County Football Association(s) and the constituent Teams of member Clubs may be grouped in divisions, *each not exceeding [] in number.*

- (C) Inclusivity and Non-discrimination
- (i) The Competition and each member Club must be committed to promoting inclusivity and to eliminating all forms of discrimination and should abide and adhere to The FA Equality Policy and any legislative requirements (to include those contained in the Equality Act 2010).
 - (ii) This Competition and each member Club must make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability or otherwise.
 - (iii) Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate Sanctioning Authority for investigation.
- (D) Clubs must comply with the provisions of any initiatives of The FA which are adopted by the Competition including but not limited to, Charter Standard and RESPECT programmes. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).
- (E) Clubs shall not enter any of their Teams playing at a particular age group in the Competition in any other competition (with the exception of FA and County FA Competitions) except with the written consent of the Management Committee. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).
- (F) At the AGM or a Special General Meeting called for the purpose, a majority of the delegates present shall have power to decide or adjust the compilation of the divisions at their discretion. When necessary this Rule shall take precedence over Rule 12.

ENTRY FEE, SUBSCRIPTION, DEPOSIT

3. (A) Applications by Clubs for admission to this Competition or the entry of an additional Team(s) from the same Club must be made in writing to the Secretary and must be accompanied by an entry fee [] set out in the Fees Tariff per Team which shall be returned in the event of non-election.
- At the discretion of the voting members present applications, of which due notice has been given, may be received at the AGM or a Special General Meeting or on a date agreed by the Management Committee.
- (B) An annual subscription shall be payable in accordance with the Fees Tariff per Club *(or per Team where a Club provides more than one Team in membership of the Competition)* and shall be payable on or before [] in each year.
- (C) *A Deposit of £[] shall be payable per Club (or per Team where a Club provides more than one Team in membership of the Competition) and shall be payable on or before [] in each year. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).*
- (D) A Club shall not participate in this Competition until the entry fee, annual subscription and Deposit (if required) have been paid.
- (E) If requested by the Competition, Clubs must advise annually to the Secretary in writing by [] of its Sanctioning Authority affiliation number for the forthcoming Playing Season, *failing which they shall be fined (in accordance with the Fines Tariff).*
- Clubs must advise the Secretary in writing, or on the prescribed form, of details of its headquarters, Officers and any other information required by the Competition.

MANAGEMENT, NOMINATION, ELECTION

4. (A) The Management Committee shall comprise the Officers of the Competition and [] members who shall all be elected at the AGM. All Participants shall abide by The Football Association Regulations for Safeguarding Children as determined by The FA from time to time.
- (B) Retiring Officers shall be eligible to become candidates for re-election without nomination provided that the Officer notifies the Secretary in writing not later than [] in each year.
- All other candidates for election as Officers or members of the Management Committee shall be nominated to the Secretary in writing, signed by the secretaries of two member Clubs, not later than [] in each year. Names of the candidates for election shall be circulated with the notice of the AGM. In the event of there being no nomination in accordance with the foregoing for any office, nominations may be received at the AGM.
- (C) The Management Committee shall meet as and when required, save that no more than three calendar months shall pass between each meeting.
- On receiving a requisition signed by two-thirds (2/3) of the members of the Management Committee the Secretary shall convene a meeting of the Management Committee.
- (D) Except where otherwise mentioned all communications shall be addressed to the Secretary who shall conduct the correspondence of the Competition and keep a record of its proceedings.
- (E) All communications received from Clubs must be conducted through their Officers and sent to the Secretary.
- Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

POWERS OF MANAGEMENT

5. (A) The Management Committee may appoint sub-committees and delegate such of their powers as they deem necessary. The decisions of all sub- committees shall be reported to the Management Committee for ratification. The Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The FA or Affiliated Association.
- (B) Subject to the permission of the Sanctioning Authority having been obtained the Management Committee may order a match or matches to be played each season, the proceeds to be devoted to the funds of the Competition and, if necessary, may call upon each Club (including any Club which may have withdrawn during the season) to contribute equally such sums as may be necessary to meet any deficiency at the end of the season.
- (C) Each member of the Management Committee shall have the right to attend and vote at all Management Committee meetings and have one vote thereat, but no member shall be allowed to vote on any matters directly appertaining to such member or to the Club so represented or where there may be a conflict of interest. (This shall apply to the procedure of any sub-committee).
- In the event of the voting being equal on any matter, the Chairman shall have a second or casting vote.
- (D) The Management Committee shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition. Any action by the Competition must be taken within 28 days of the Competition being notified.
- With the exception of 6(H) and 19 and subject to Rule 5(I), in relation to any alleged breaches of a Rule the Management Committee shall issue, a formal written charge to the Club concerned. The Club charged is required to respond to the charge within 7 days from the date of notification of the charge. In such reply a Club may:-

- (i) Accept the charge and submit in writing a case of mitigation for consideration by the Management Committee on the papers; or
- (ii) Accept the charge and notify that it wishes to put its case of mitigation at a hearing before the Management Committee; or
- (iii) Deny the charge and submit in writing supporting evidence for consideration by the Management Committee on the papers; or
- (iv) Deny the charge and notify that it wishes to put its case of mitigation at a hearing before the Management Committee.

Where the Club charged fails to respond within 7 days, the Management Committee shall determine the charge in such manner and upon such evidence as it considers appropriate.

Where required, hearings shall take place as soon as reasonably practicable following receipt of the reply of the Club as more fully set out above.

Having considered the reply of the Club (whether in writing or at a hearing), the Management Committee shall make its decision and, in the event that the charge is accepted or proven, decide on the appropriate penalty (with reference to the Fines Tariff where applicable).

The maximum fine permitted for any breach of a Rule is £100 and, when setting any fine, the Management Committee must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances. No Participant under the age of 18 can be fined.

All breaches of the Laws of the Game, Rules and Regulations of The FA shall be dealt with in accordance with FA Rules by the appropriate Association.

- (E) All decisions of the Management Committee shall be binding subject to the right of appeal in accordance with Rule 16.

Decisions of the Management Committee must be notified in writing to those concerned within 10 days.

- (F) [%] of its members shall constitute a quorum for the transaction of business of the Management Committee or any sub-committee thereof.
- (G) The Management Committee, as it may deem necessary, shall have power to fill, in an acting capacity, any vacancies that may occur amongst their number.
- (H) A Club must comply with an order or instruction of the Management Committee, and must attend to the business and/or the correspondence of the Competition to the satisfaction of the Management Committee. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).
- (I) Subject to its right of appeal in accordance with Rule 16 below, all fines and charges shall be paid within 14 days of the date of posting of notification of the decision.
Any Club failing to do so will be fined (in accordance with the Fines Tariff). Further failure to pay the fine including the additional sum within a further 14 days will result in fixtures being withdrawn until such time as the outstanding fines are paid.
- (J) A member of the Management Committee appointed by the Competition to attend a meeting or match may have any expenses incurred refunded by the Competition.
- (K) The Management Committee shall have the power to fill any vacancy that may occur in the membership of the Competition between the AGM or Special General Meeting called to decide the constitution and the commencement of the Competition Playing Season.
- (L) The business of the Competition as determined by the Management Committee may/shall be transacted by electronic mail or facsimile.

ANNUAL GENERAL MEETING

6. (A) The AGM shall be held not later than [] in each year. At this meeting the following business shall be transacted provided that at least [] members are present and entitled to vote:-
- (i) To receive and confirm the Minutes of the preceding AGM.
 - (ii) To receive and adopt the Annual Report, Balance Sheet and Statement of Accounts.
 - (iii) Election of Clubs to fill vacancies.
 - (iv) Constitution of the Competition for ensuing Playing Season.
 - (v) Election of Officers and Management Committee.
 - (vi) Appointment of Auditors.
 - (vii) Alteration of Rules, if any (See Rule 20).
 - (viii) Fix the date for the commencement of the Playing Season and kick off times applicable to the Competition.
 - (ix) Fix the date for the end of the Playing Season.
 - (x) Other business of which due notice shall have been given and accepted as being relevant to an AGM.
- (B) A copy of the duly *audited/verified* Balance Sheet, Statement of Accounts and Agenda shall be forwarded to each Club at least 14 days prior to the meeting, together with any proposed changes.
- (C) A signed copy of the duly *audited/verified* Balance Sheet and Statement of Accounts shall be sent to the Sanctioning Authority within 14 days of its adoption by the AGM.
- (D) Each Club shall be empowered to send two delegates to an AGM. Each Club shall be entitled to one vote only. 14 days' notice shall be given of any Meeting.
- (E) Clubs who have withdrawn their membership of the Competition during the Playing Season being concluded or who are not continuing membership shall be entitled to attend but shall vote only on matters relating to the Playing Season being concluded. *This provision will not apply to Clubs expelled in accordance with Rule 17.*
- (F) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least 50% of the delegates qualified to vote or the Chairman so decides.
- (G) No individual shall be entitled to vote on behalf of more than one member Club.
- (H) Any continuing Club must be represented at the AGM. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).
- (I) Officers and Management Committee members shall be entitled to attend and vote at an AGM.
- (J) Where a Competition is an incorporated entity, the Officers of the Competition shall ensure that the Articles of Association of the Competition are consistent with the requirements of these Rules.

AGREEMENT TO BE SIGNED

7. Each Club shall complete and sign the following agreement which shall be deposited with the Competition together with the application for membership for the coming Playing Season, or upon indicating that the Club intends to compete.
- “We, (A), (name) [] of (address) [] (Chairman/Director) and (B) (name) [] of (address) [] (Secretary/Director) of [] Football Club (Limited) have been provided with a copy of the Rules and Regulations of the [] Competition and do hereby agree for and on behalf of the said Club, if elected or accepted into membership, to conform to those Rules and Regulations and to accept, abide by and implement the decisions of the Management Committee of the Competition, subject to the right of appeal in accordance with Rule 16.”

The agreement shall be signed by:

- (i) Where a Club is an unincorporated association, the Club Chairman and secretary; or
- (ii) Where a Club is an incorporated entity, two directors of the Club.

Any alteration of the Chairman and /or secretary of the Club on the above agreement must be notified to the [] County Football Association(s) to which the Club is affiliated and to the Secretary.

Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

QUALIFICATION OF PLAYERS

8. (A) (i) A registered youth playing member of a Club is one who, being in all other respects eligible, has:-

Signed a fully and correctly completed Competition registration form in ink, countersigned by his /her parent or guardian and by an Officer of the Club, and who has been registered with the (Registrations) Secretary [] days prior to playing and whose completed registration counterfoil has been received by the Club prior to playing. The registration document must incorporate the emergency contact details of the Player's parents or guardians. These details must be available at matches and training events the Player attends within the management of the Club or Competition.

Or

Signed a fully and correctly completed Competition registration form in ink on a match day prior to playing, countersigned by his/her parent or guardian and by an Officer of the Club and witnessed by an Officer of the opposing Club, and submitted to the (Registrations) Secretary within two days (Sundays excluded) subsequent to the match. The Player shall not again play until the Club is in possession of the completed counterfoil. A maximum of [] Players may be registered in this way. The registration document must incorporate the emergency contact details of the Players' parents or guardians. These details must be available at matches and training events the Player attends within the management of the Club or Competition.

- (ii) Registration forms may also be submitted to the (Registrations) Secretary by electronic mail or facsimile machine prior to the Player playing. The original document must be forwarded by post within three days of the match to the appropriate Officer.

The registration document must incorporate a current passport-size photograph of the Player seeking registration together with proof of the Player's date of birth.

If a Player's age is required for registration purposes a Competition must accept an original birth certificate or a photocopy. In cases where the birth certificate is not available a Competition is required to accept a photocopy of the Player's passport or other official document issued by a Government Agency attesting to the Player's date of birth.

Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

- (B) (i) Contract Players are not permitted in this Competition with the exception of those Players who are registered under contract with the same Club who have a Team operating at Steps 1 to 6 of the National League System.

It is the responsibility of each Club to ensure that any Player signing a registration form for that Club has, where necessary, the required International Transfer Certificate. Clearance is required for any Player aged 10 and over crossing borders including Wales, Scotland and Ireland.

- (ii) A Player registered with a Premier League or Football League Academy under the Elite Player Performance Plan contained within Youth Development Rules will not be permitted to play in this Competition. Details of the Youth Development Rules are published on The FA website. A Player registered with a FA Girls' Regional Talent Club may play in this Competition subject to the FA Programme for Excellence (Female) Regulations.
- (iii) Each Team must have the following number of Players registered [] days before the start of each Playing Season:

FORMAT	MINIMUM NUMBER
5v5	5
7v7	7
9v9	9
11v11	11

Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

- (C) A child who has not attained the age of 6 shall not play, and shall not be permitted or encouraged to play, in a match of any kind.

The relevant age for each Player is determined by his or her age as at midnight on 31 August of the relevant Playing Season i.e. children who are aged 6 as at midnight on 31 August in a Playing Season (together with those who attain the age of 6 during the Playing Season) will be classed as Under 7 Players for that Playing Season. Children who are aged 7 as at midnight on 31 August in a Playing Season will be classed as Under 8 Players for that Playing Season, and so on.

Notwithstanding the above, a child is permitted to play up in the age group above his or her chronological age group, irrespective of any changes of format or competition structure, save that a child who attains the age of 6 after 31 August is permitted to play only in the Under 7 age group, and may not play in the Under 8 age group, for that Playing Season.

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

Age on 31 August of the relevant playing season	Eligible Age Groups	Maximum Permitted Format	Minimum Pitch Sizes		Maximum Pitch Sizes		Recommended Goal Sizes in feet	Ball Size
			Yards	Metres	Yards	Metres		
6	Under 7	5v5	30 x 20	27.45 x 18.3	40 x 30	36.3 x 27.45	12 x 6	3
	Under 8		30 x 20	27.45 x 18.3	40 x 30	36.3 x 27.45		
7	Under 8	5v5	30 x 20	27.45 x 18.3	40 x 30	36.3 x 27.45	12 x 6	3
	Under 9	7v7	50 x 30	45.75 x 27.45	60 x 40	54.9 x 36.6		
8	Under 9	7v7	50 x 30	45.75 x 27.45	60 x 40	54.9 x 36.6	12 x 6	3
	Under 10		50 x 30	45.75 x 27.45	60 x 40	54.9 x 36.6	12 x 6	4
9	Under 10	7v7	50 x 30	45.75 x 27.45	60 x 40	54.9 x 36.6	12 x 6	4
	Under 11	9v9	70 x 40	64 x 36.6	80 x 50	73.15 x 45.75	16 x 7	4
10	Under 11	9v9	70 x 40	64 x 36.6	80 x 50	73.15 x 45.75	16 x 7	4
	Under 12		70 x 40	64 x 36.6	80 x 50	73.15 x 45.75		
11	Under 12	9v9	70 x 40	64 x 36.6	80 x 50	73.15 x 45.75	16 x 7	4
	Under 13	11v11	90 x 50	82.3 x 45.75	100 x 60	91.44 x 54.9	21 x 7	4
12	Under 13	11v11	90 x 50	82.3 x 45.75	100 x 60	91.44 x 54.9	21 x 7	4
	Under 14		90 x 50	82.3 x 45.75	100 x 60	91.44 x 54.9		
13	Under 14	11v11	90 x 50	82.3 x 45.75	100 x 60	91.44 x 54.9	21 x 7	4
	Under 15		90 x 50	82.3 x 45.75	110 x 70	100.58 x 64	24 x 8	5
14	Under 15	11v11	90 x 50	82.3 x 45.75	110 x 70	100.58 x 64	24 x 8	5
	Under 16		90 x 50	82.3 x 45.75	110 x 70	100.58 x 64		
15	Under 16	11v11	90 x 50	82.3 x 45.75	110 x 70	100.58 x 64	24 x 8	5
	Under 17		100 x 50	91.44 x 45.75	130 x 100	118.87 x 91.44		
	Under 18		100 x 50	91.44 x 45.75	130 x 100	118.87 x 91.44		
16	Under 17	11v11	100 x 50	91.44 x 45.75	130 x 100	118.87 x 91.44	24 x 8	5
	Under 18		100 x 50	91.44 x 45.75	130 x 100	118.87 x 91.44		
	Open Age		100 x 50	91.44 x 45.75	130 x 100	118.87 x 91.44		

(D) A fee as set out in the Fees Tariff shall be paid by each Club/Team for each Player registered, if applicable.

(E) The Management Committee shall decide all registration disputes.

In the event of a Player signing a registration form or having a registration submitted for more than one Club priority of registration shall decide for which Club the Player shall be registered. The Secretary shall notify the Club last applying to register the Player of the fact of the previous registration.

(F) It shall be deemed a breach of these Rules for a Player to:-

- (i) Play for more than one Club in the Competition in the same Playing Season without first being transferred.
- (ii) Having signed for one Club in the Competition, sign for another Club in the Competition in that Playing Season, except for the purpose of a transfer.
- (iii) Submit a signed registration form for registration that the Player had wilfully neglected to accurately or fully complete.

Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

(G) (i) The Management Committee shall have the power to accept the registration of any Player subject to the provisions of clauses (ii) and (iii) below.

(ii) The Management Committee shall have power to refuse, cancel or suspend the registration of any Player, the exercise of such power being without prejudice to the Management Committee's ability to fine a Club at its discretion (in accordance with

the Fines Tariff) that has been charged and found guilty of registration irregularities (Subject to Rule 16).

- (iii) The Management Committee shall also have the power to refuse or cancel the registration of any Player charged and found guilty of undesirable conduct, such refusal or cancellation being subject to the right of appeal to the Sanctioning Authority. Where the Management Committee does not have enough information to enable it to make a decision pursuant to the above power, it may apply, in its absolute discretion, to the Sanctioning Authority or The FA for further information.

Undesirable conduct shall mean an incident of repeated proven misconduct, which may deter a Participant from being involved in this Competition.

- (iv) For a Player who has previously had a registration removed in accordance with clause (iii) but has a registration accepted at the expiry of exclusion will be considered to be under a probationary period of 12 months. Whilst under a probationary period, should the Player commit a further act of proven misconduct under the jurisdiction of the Competition, (excluding standard dismissals), the Competition would be empowered to consider a further charge of bringing the Competition into disrepute.

(Note: Action under Clause (iii) shall only be taken against a Player in cases of the Player bringing the Competition into disrepute and will in any event be subject to an appeal to the Sanctioning Authority or The FA. All decisions must include the period of restriction. For the purpose of this Rule, bringing the Competition into disrepute can only be considered where the Player has received in excess of 112 days' suspension, or 10 matches in match based discipline, in any competition (and is not restricted to the Competition) in a period of two years or less from the date of the first offence.)

- (H) Subject to compliance with FA Rule C2(a) when a Club wishes to register a Player who is already registered with another Club it shall submit a transfer form to the Competition accompanied by a fee as set out in the Fees Tariff. Such transfer shall be referred by the Competition to the Club for which the Player is registered. Should this Club object to the transfer it should state its objections in writing to the Competition and to the Player concerned within 7 days of receipt of the notification. Upon receipt of the Club's consent, or upon its failure to give written objection within 7 days, the Secretary may, on behalf of the Management Committee, transfer the Player who shall be deemed eligible to play for the new Club from such date or [] days after receipt of such transfer.

In the event of an objection to a transfer the matter shall be referred to the Management Committee for a decision.

- (I) A Player may not be registered for a Club nor transferred to another Club in the Competition after [date] except by special permission of the Management Committee.
- (J) A Club shall keep a list of the Players it registers and a record of the games in which they have played, and shall produce such records upon demand by the Management Committee.

In the event a Club has more than one Team in an age group, each Team must be clearly identifiable **but not designated 'A' or 'B' or 1st or 2nd**. In such cases, Players will be registered for one Team only. A Player so registered will be allowed to play for his Club in a younger or older age group within the provisions of Rule 8(C).

- (K) A register containing the names of all Players registered for each Club, with the date of registration, shall be kept by the (*Registrations*) Secretary and shall be open to the inspection of any duly appointed member Club representative at all Management Committee meetings or at other times mutually arranged. Registrations are valid for one Playing Season only.

In the event of a Non Contract Player changing his status to that of a Contract Player with the same Club, another Club in the Competition or with a Club in another Competition his

registration as a Non Contract Player will automatically be cancelled and declared void unless the Club conforms to the exception detailed in Rule 8(B)(i).

- (L) A Player shall not be eligible to play for a Team in any special championship, promotion or relegation deciding match (as specified in Rule 12(A)) unless the Player has played [] league games for that Team in this Competition in the current Playing Season.
- (M) (i) Subject to Rule 8(M)(ii), any Club found to have played an ineligible Player in a match or matches where points are awarded shall have the points gained from that match deducted from its record, up to a maximum of 12 points, and have levied upon it a fine (in accordance with the Fines Tariff).
- (ii) The Management Committee may vary the sanction as relates to the deduction of points set out at Rule 8(M)(i) only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status.
- (iii) Where a Club is found to have played an ineligible player in accordance with Rule 8(M)(i) above, the Management Committee may also, at its discretion:
- (a) Award the points available in the Competition Match in question to the opponents, subject to the Competition Match not being ordered to be replayed;
 - (b) Levy penalty points against the Club in default; or
 - (c) Order that such match or matches be replayed (on such terms as are decided by the Management Committee).

(The following Clause applies to Competitions involving Players in full-time secondary education):-

- (N) (i) Priority must be given at all times to school and school organisations activities. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).
- (ii) The availability of children must be cleared with the head teachers (except for Sunday Competitions).
- (iii) A child under the age of 15 as at midnight on 31 August in a Playing Season, shall not be permitted to play in a Competition Match during that Playing Season where any other Player is older or younger than that child by two years or more.

CLUB COLOURS. CLUB NAME

9. (A) Every Club must register the colour of its shirts and shorts with the Secretary by [date] who shall decide as to their suitability.

Goalkeepers must wear colours which distinguish them from other Players and the Match Officials.

No Player, including the goalkeeper, shall be permitted to wear black or very dark shirts.

Any Team not being able to play in its normal colours as registered with the Competition shall notify its opponents the colours in which they will play (including the colours of the goalkeeper jersey) at least [] days before the match.

If, in the opinion of the referee, two Teams have the same or similar colours, the *away/home* Team shall make the change. Should a Team delay the scheduled time of kick-off for a Competition Match by not having a change of colours they shall be fined (in accordance with the Fines Tariff).

Shirts must be numbered.

- (B) Any Club wishing to change its name must obtain permission from the Sanctioning Authority and from the Management Committee. Any Club wishing to change its colours during the Playing Season must obtain permission from the Management Committee. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

PLAYING SEASON. CONDITIONS OF PLAY**TIMES OF KICK-OFF. POSTPONEMENTS. SUBSTITUTES**

10. (A) All Competition Matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board or, for Mini-Soccer, and 9v9 football, the Rules as set down by The FA.

Clubs must take all reasonable precautions to keep their Grounds in a playable condition. All Competition Matches shall be played on pitches deemed suitable by the Management Committee. If through any fault of the home Team a match has to be replayed, the Management Committee shall have power to order the venue to be changed.

The Management Committee shall have power to decide whether a pitch and/or facilities are suitable for matches in the Competition and to order the Club concerned to play its fixtures on another ground.

Football Turf Pitches are allowed in this Competition. All Football Turf Pitches used must be on The FA's Register of Football Turf Pitches and must be tested (by an accredited test institute) every 3 years and the results passed to The FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

The home Club is also responsible for advising Participants of footwear requirements when confirming match arrangements in accordance with Rule 10(C).

All matches shall have a duration as set out below unless a shorter time is mutually arranged by the two Clubs in consultation with the referee prior to the commencement of the match, and in any event shall be of equal halves.

Matches should be played in accordance with the Laws appropriate to the relevant age group, as laid down by The FA, as detailed below.

Age Group	Minimum duration of play per half (minutes)	Maximum duration of play per half (minutes)	Maximum playing time in one day in all organised development fixtures (minutes)	Maximum playing time in one day in all tournaments and trophy events / festivals (minutes)	Competition structure
Under 7 and Under 8	10	20	40	60	Development focussed with a maximum of 3 trophy events per season over 2 week periods (6 weeks)
Under 9 and Under 10	20	25	60	90	Development focussed with a maximum of 3 trophy events per season over 4 week periods (12 weeks)
Under 11	20	30	80	120	Development focussed with a maximum of 3 trophy events per season over 6 week periods (18 weeks)
Under 12	20	30	80 (if applicable)	120	Any varieties including one season long league table
Under 13 and Under 14	25	35	100	150	Any varieties including one season long league table
Under 15 and Under 16	25	40	100	150	Any varieties including one season long league table
Under 17 and Under 18	25	45	120	180	Any varieties including one season long league table

For round robin/trophy events, the maximum duration of play per half cannot be exceeded, but the minimum duration of play per half may be adjusted.

For trophy events, the Competition may award mementos.

The times of kick-off shall be fixed at the AGM and can only be altered by the mutual consent of the two competing Clubs prior to the scheduled date of the match with written notification given to the Secretary at least [] days prior.

Referees must order matches to commence at the appointed time and must report all late starts to the Secretary.

The home Team must provide goal nets, corner flags and at least two footballs fit for play and the referee shall make a report to the Secretary if the footballs are unsuitable. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

- (B) Except by permission of the Management Committee all Competition Matches must be played on the dates originally fixed but priority shall be given to The FA and parent County Association Cup Competitions. All other matches must be considered secondary. Clubs may mutually agree to bring forward a match with the consent of the (*Fixtures*) Secretary. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

In the case of a revised fixture date, the Clubs must be given by the Competition 5 clear days' notice of the match (unless otherwise mutually agreed).

- (C) An Officer of the home Club must give notice of full particulars of the location of, and access to, the group and time of kick-off to the Match Officials and the secretary of the opposing Club at least [] clear days prior to the playing of the match. If not so provided, the away Club shall seek such details and report the circumstances to the Competition. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).
- (D) The minimum number of Players that will constitute a Team for a Competition Match is as follows:

FORMAT	MINIMUM NUMBER
5v5	4
7v7	5
9v9	6
11v11	7

Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

- (E) (i) In Competitions where points are awarded home and away matches shall be played. In the event of a Club failing to keep its engagement the Management Committee shall have the power to impose a fine (in accordance with the Fines Tariff), deduct points from the defaulting Club, award the points from the match in question to the opponents, order the defaulting Club to pay any expenses incurred by the opponents or otherwise deal with them except the award of goals. *Notwithstanding the foregoing home and away provision, the Management Committee shall have power to order a match to be played on a neutral ground or on the opponent's Ground if they are satisfied that such action is warranted by the circumstances.*
- (ii) Any Club unable to fulfil a fixture or where a fixture has been postponed for any reason must, without delay, give notice to the (*Fixtures*) Secretary, the Competition Referees Appointments Secretary, the secretary of the opposing Club and the Match Officials.
- (iii) In the event of a match not being played or abandoned owing to causes over which neither Club has control, it shall be played in its entirety on a date to be mutually agreed by the two Clubs and approved by the Management Committee. Failing such agreement and notification to the (*Fixtures*) Secretary within [] days the Management Committee shall have the power to order the match to be played on a named date or on or before a given date. *Providing gate money is taken and retained the visiting Club shall receive their actual standard class rail or bus fares or the equivalent for [] persons, or car allowance at [] p per mile for transporting [] persons, or hire charge of a coach (receipt to be submitted). The residue (if any) to be equally divided between the two Clubs after deducting the cost of advertising, printing, posting, police and Match Officials charges. The home Club shall take the whole of the proceeds of the second match.*

Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

- (iv) The Management Committee shall review all matches abandoned in cases where it is consequent upon the conduct of either or both Teams. Where it is to the advantage of the Competition and does no injustice to either Club, the Management Committee shall be empowered to order the score at the time of the abandonment to stand. In all cases where the Management Committee are satisfied that a match was abandoned owing to the conduct of one Team or its Club member(s) they shall be empowered to award the points for the match to the opponent. No fine(s) can be applied by the Management Committee for an abandoned match.
- (v) The Management Committee shall review any match that has taken place where either or both Teams were under a suspension imposed upon them by The FA or Affiliated Association. In each case the Team that was under suspension would be dealt with in the same manner as if they had participated with ineligible players in accordance with Rule 8(M)(i) above. Where both Teams were under suspension the match must be declared null and void and shall not be replayed.
- (F) A Club may at its discretion and in accordance with the Laws of the Game use substitute Players in any match in this Competition.

Where a Competition does not allow repeat substitutes:

For Under 17s and Under 18s – [up to 3 may be selected from 3 substitute Players] [up to 4 may be selected from 4 substitute Players] [up to 5 may be selected from 5 substitute Players].

Where a Competition does allow repeat substitutes:

For Under 11s - Under 16s – [up to 3 may be selected from 3 substitute Players] [up to 4 may be selected from 4 substitute Players] [up to 5 may be selected from 5 substitute Players]. A Player who has been substituted becomes a substitute and may replace any Player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.

For Mini-Soccer – any number of substitutions may be used at any time with the permission of the Match Official. Entry onto the field of play will only be allowed during a stoppage in play. A Player who has been replaced may return to the play as a substitute for another Player. A Team must not have a match day squad greater than double the size of its Team in an age group.

In Youth Football only, the referee shall be informed of the names of the substitutes not later than [] minutes before the start of the match and a Player not so named may not take part in the match.

A Player who has been selected, appointed or named as a substitute before the start of the match but does not actually play in the game shall not be considered to have been a Player in that game within the meaning of Rule 8 of this Competition.

- (G) The half time interval shall be of [] minutes' duration, but it shall not exceed 15 minutes. The half time interval may only be altered with the consent of the Match Officials.
- (H) The Teams taking part in Youth Football shall identify a Team captain who shall wear an armband and shall have a responsibility to offer support in the management of the on-field discipline of his/her teammates. Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

REPORTING RESULTS

11. (A) The *(Registration/Fixtures)* Secretary must receive within [] days of the date played, the result of each Competition Match in the prescribed manner. This must include the forename(s) and surname of the Team Players (in block letters) *and also the referee markings required by Rule 13, or any other information required by the Competition.* Failure to do so will incur a fine (in accordance with the Fines Tariff).

- (B) *The Home Club/both Clubs shall telephone/SMS/email/notify the result of each match to the [] by []. Clubs in default shall be fined (in accordance with the Fines Tariff).*
- (C) *The match result notification, correctly completed, shall be signed by an Officer of the Club, or as prescribed by the Competition. Failure to do so will result in a fine (in accordance with the Fines Tariff).*
- (D) *The Competition and Clubs are permitted to collect but NOT publish results or any grading tables for fixtures involving Under 7s, Under 8s, Under 9s, Under 10s and Under 11s. Any Competition failing to abide by this Rule will be dealt with by the Sanctioning Authority, and any Club failing to abide by this Rule will be fined (in accordance with the Fines Tariff). The Competition and Clubs are permitted to collect and publish results for trophy events.*
- (E) *The Competition may require a Club to confirm that a set fixture has been played. A fine (in accordance with the Fines Tariff) may be imposed for a breach of this Rule.*

DETERMINING CHAMPIONSHIP

12. (A) *In Competitions where points are awarded. Team rankings within the Competition will be decided by points with three points to be awarded for a win and one point for a drawn match. The Teams gaining the highest number of points in their respective divisions at the conclusion shall be adjudged the winners. Matches must not be played for double points.*
- In the event of two or more Teams being equal on points Team rankings may be determined by deciding match(es) played under conditions determined by the Management Committee, or the position shared.*
- (B) *Automatic promotion and relegation shall be applied for the first [] and last [] Teams in each division except as provided for hereunder, subject to the provisions of Rule 2(B).*
- (i) *Should one or more Teams withdraw from any one division after the fixtures have commenced an equal number of Teams to those withdrawing in that division shall not be automatically relegated.*
 - (ii) *Vacancies occurring after the conclusion of the Playing Season may be filled in any of the following ways:*
 - (a) *retention of otherwise relegated Team(s);*
 - (b) *additional promotion of the next ranked Team(s) from the division below; or*
 - (c) *election*
 - (iii) *The last [] Teams in the lowest division shall retire, but be eligible for re-election except as below, and be subject to the conditions of paragraph (B)(i) above.*
 - (iv) *Should either or both of the leading Teams in any of the divisions have a Team in the next higher division, promotion shall fall, at the discretion of the General Meeting, to the next highest Team or Teams in the division concerned.*
 - (v) *Should either or both of the relegated Teams in any of the divisions have a Team in the next lower division, relegation shall fall, at the discretion of the General Meeting, to the next lowest Team or Teams in the division concerned.*
- (C) *In the event of a Team not completing 75% of its fixtures for the Playing Season all points obtained by or recorded against such defaulting Team shall be expunged from the Competition table.*

REFEREES

13. (A) *Registered referees (and assistant referees where approved by The FA or County FA) for all Competition Matches shall be appointed in a manner approved by the Management Committee and by the Sanctioning Association(s).*

- (B) In cases where there are no officially appointed Match Officials in attendance, the Clubs shall agree upon a referee. An individual thus agreed upon shall, for that game, have the full powers, status and authority of a registered referee.
- (C) *Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to do so will result in a fine (in accordance with the Fines Tariff) being imposed on the defaulting Club.*
- (D) The appointed referee shall have power to decide as to the fitness of the Ground in all matches and the decision shall be final *subject to either in the case of a ground of a Local Authority or the owners of a Ground, the representative of that body is the sole arbiter and whose decision must be accepted.*
- (E) Subject to any limits/provisions laid down by the Sanctioning Association Match Officials appointed under this Rule shall be paid their fees and expenses in accordance with the Fees Tariff.
- Match Officials will be paid their fees and/or expenses by the home Club unless otherwise ordered by the Management Committee.
- Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).
- (F) In the event of a match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to *full fee plus expenses/half fee plus expenses/expenses only*. Where a match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with the Rule will result in a fine (in accordance with the Fines Tariff).
- (G) A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, may be reported to the Association with which he or she is registered.
- (H) Each Club shall, in a manner prescribed from time to time by The FA, award marks to the referee for each match and the name of the referee and the marks awarded shall be submitted to the Competition on the prescribed form provided. Clubs failing to comply with this Rule shall be liable to be fined (in accordance with the Fines Tariff) or dealt with as the Management Committee shall determine.
- (I) The Competition shall keep a record of the markings and, on the form provided by the prescribed date each Playing Season, shall submit a summary to The FA/County FA.
- (J) *The referee shall submit a report form, supplied by the Competition, giving the result of the match, the number of Players in each Team and the time of kick-off to the (Registration) Secretary within two days of the match.*
- (K) *Match Officials shall be supplied, each Playing Season, with a copy of the Competition Rules free of charge.*
- (L) *Match Officials shall have undertaken a RESPECT briefing offered by The FA/County FA or the League.*

CONTINUATION OF MEMBERSHIP OR WITHDRAWAL OF A CLUB

14. (A) *Any Club wishing to resign from the Competition must do so at least [] days before the AGM. Failure to do so will result in a fine (in accordance with the Fines Tariff).*
- (B) The Management Committee shall have the discretion to deal with a Team being unable to start or complete its fixtures for a Playing Season, including but not limited to, issuing a fine (in accordance with the Fines Tariff).
- (C) In addition to the powers of the Management Committee pursuant to Rule 5(I), in the event of a member Club failing to discharge all its financial obligations to the Competition in

excess of £50, the Management Committee are empowered to refer the debt under The FA Football Debt Recovery provisions.

PROTESTS AND COMPLAINTS

15. (A) (i) All questions of eligibility, qualifications of Players or interpretations of the Rules shall be referred to the Management Committee or a sub-committee duly appointed by the Management Committee.
- (ii) Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Management Committee unless a protest is lodged with the referee before the commencement of the match.
- (B) Except in cases where the Management Committee decide that there are special circumstances, protests and complaints (as set out more fully at Rule 15(A) above) (which must contain full particulars of the grounds upon which they are founded) must be lodged in duplicate with the Secretary within [] days (excluding Sundays) of the match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Management Committee. A member of the Management Committee who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- (C) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited with the Secretary a sum of [] in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Competition shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.
- (D) All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
- (i) All parties must have received [] days' notice of the hearing should they be instructed to attend.
- (ii) Should a Club elect to state its case in person then they should forward a deposit of £[] and indicate such when forwarding the written response.
- (E) If so requested by all parties concerned, the Management Committee may determine any disputes, protests, appeals, claims or complaints between two Clubs in which event both Clubs shall send a non-returnable fee. Such determination shall be final and binding upon the parties concerned. The procedure for such determination shall be determined by the Management Committee.

APPEALS

16. Any appeal against a decision of the Management Committee must be lodged with the Sanctioning Authority within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee as set out in the Fees Tariff, which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Secretary. The procedure for the appeal shall be determined by the Sanctioning Authority, in such respect the Sanctioning Authority may (but is not obliged to):
- (i) Invite submissions by the parties involved;
- (ii) Convene a hearing to hear the appeal;
- (iii) Permit new evidence; or
- (iv) Impose deadlines as are appropriate.

Any appeal shall not involve a rehearing of the evidence considered by the Management Committee.

No appeal can be lodged against a decision taken at an Annual or Special General Meeting unless this is on the ground of unconstitutional conduct.

EXCLUSION OF CLUBS OR TEAMS MISCONDUCT, CLUBS, OFFICIALS, PLAYERS

17. (A) At the AGM, or Special General Meeting called for the purpose in accordance with the provisions of Rule 19, notice of motion having been duly circulated on the agenda, the accredited delegates present shall have the power to exclude any Club or Team from further membership which must be supported by (more than) two-thirds ($\frac{2}{3}$) of those present and voting. Voting on this point shall be conducted by ballot.
- (B) At the AGM, or at a Special General Meeting called for the purpose, in accordance with the provisions of Rule 19, the accredited delegates present shall have the power to exclude from further participation in the Competition any *Club or Team* whose conduct has, in their opinion, been undesirable, which must be supported by (more than) two-thirds ($\frac{2}{3}$) of those present and voting. Voting on this point shall be conducted by ballot. A Club whose conduct is the subject of the vote being taken shall be excluded from voting.
- (C) Any Officer or member of a Club proved guilty of either a breach of Rule, other than field offences, or of inducing or attempting to induce a Player or Players of another Club in the Competition to join them shall be liable to expulsion or such penalty as a General Meeting or Management Committee may decide, and their Club shall also be liable to expulsion in accordance with the provisions of Clauses (A) and (B) of this Rule.

TROPHY:- LEGAL OWNERS, CONDITIONS OF TAKING OVER, AGREEMENT TO BE SIGNED. AWARDS.

18. (A) The following agreement shall be signed on behalf of the winners of the Cup or Trophy:-
 “We A [name] and B [name], the Chairman and Secretary of [] FC (Limited), members of and representing the Club, having been declared winners of [] Cup or Trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to return the Cup or Trophy to the Competition Secretary on or before []. If the Cup or Trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”
 Failure to comply will result in a fine (in accordance with the Fines Tariff).
- (B) At the close of each Competition awards may/shall be made to the winners and runners-up if the funds of the Competition permit.

SPECIAL GENERAL MEETINGS

19. Upon receiving a requisition signed by two-thirds ($\frac{2}{3}$) of the Clubs in membership the Secretary shall call a Special General Meeting.
 The Management Committee may call a Special General Meeting at any time.
 At least 7 days' notice shall be given of a meeting under this Rule, together with an agenda of the business to be transacted at such meeting.
 Each member Club shall be empowered to send two delegates to all Special General Meetings. Each Club shall be entitled to one vote only. Officers and Management Committee members shall be entitled to attend and vote at all Special General Meetings.
 Any continuing member Club failing to be represented at a Special General Meeting without satisfactory reason being given shall be fined (in accordance with the Fines Tariff).

ALTERATION TO RULES

20. Alterations, for which consent has been given by the Sanctioning Association, shall be made to these Rules only at the AGM or at a Special General Meeting specially convened for the purpose called in accordance with Rule 19. Any alteration made during the Playing Season to the Rule relating to the qualification of Players shall not take effect until the following Playing Season.

Notice of proposed alterations to be considered at the AGM shall be submitted to the Secretary by [] in each year. The proposals, together with any proposals by the Management Committee, shall be circulated to the Clubs by [] and any amendments thereto shall be submitted to the Secretary by []. The proposals and proposed amendments thereto shall be circulated to Clubs with the notice of the AGM. A proposal to change a Rule shall be carried if [] [a majority] of those present, entitled to vote and voting are in favour.

A copy of the proposed alterations to Rules to be considered at the AGM or Special General Meeting shall be submitted to the Sanctioning Authority or The FA (as applicable) [] days prior to the date of the meeting.

FINANCE

21. (A) The Management Committee shall determine with which bank or other financial institution the funds of the Competition will be lodged.
- (B) All expenditure in excess of £[] shall be approved by the Management Committee. Cheques shall be signed by at least two Officers nominated by the Management Committee.
- (C) The financial year of the Competition will end on [].
- (D) The books, or a certified balance sheet, of a Competition shall be prepared and shall be *audited/verified* annually by some suitably qualified person(s) who shall be appointed at the AGM.

INSURANCE

22. All Clubs must have public liability insurance cover of at least ten million pounds (£10,000,000). Failure to comply with this Rule will result in a fine (in accordance with the Fines Tariff).

DISSOLUTION

23. (A) Dissolution of the Competition shall be by resolution approved at a Special General Meeting by a majority of three quarters ($\frac{3}{4}$) of the members present and shall take effect from the date of the relevant Special General Meeting.
- (B) In the event of the dissolution of the Competition, the members of the Management Committee are responsible for the winding up of the assets and liabilities of the Competition.
- (C) The Management Committee shall deal with any surplus assets as follows:
- (i) Any surplus assets, save for a Trophy or any other presentation, remaining after the discharge of the debts and liabilities of the Competition shall be transferred only to another Competition or Affiliated Association or The Football Association Benevolent Fund or to such other charitable or benevolent object in the locality of the Competition as determined by resolution at or before the time of winding up, and approved in writing by the Sanctioning Association.
- (ii) If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the Donor if the conditions attached to it so provide or, if not, dealt with as the Sanctioning Association may decide.

FEES TARIFF		
RULE NUMBER	DESCRIPTION	MAXIMUM FEE
3 (A)	ENTRY FEE	£50.00
3 (B)	ANNUAL SUBSCRIPTION	£150.00
3 (C)	DEPOSIT	£100.00
8 (D)	REGISTRATION FORM	£10.00 (per player)
8 (H)	TRANSFER FORM	£10.00
13 (E)	REFEREE FEES	As agreed with Sanctioning Authority
13 (E)	ASSISTANT REFEREE FEES	As agreed with Sanctioning Authority
15 (C),16	PROTEST/APPEAL FEES	£25.00

FINES TARIFF		
RULE NUMBER	DESCRIPTION	MAXIMUM FINE
2 (B)	FAILURE TO AFFILIATE	£100.00
2 (D)	FAILURE TO COMPLY WITH FA INITIATIVES	£100.00
2 (E)	UNAUTHORISED ENTRY OF TEAMS INTO COMPETITIONS	£100.00
3 (C)	FAILURE TO PAY A DEPOSIT	£100.00
3 (E)	FAILURE TO PROVIDE AFFILIATION NUMBER/ DETAILS FORM	£100.00
4 (E)	COMMUNICATIONS CONDUCTED BY PERSONS OTHER THAN NOMINATED OFFICERS	£25.00
5 (H)	FAILURE TO COMPLY WITH AN INSTRUCTION OF THE MANAGEMENT COMMITTEE	£100.00
5 (I)	FAILURE TO PAY A FINE WITHIN 14 DAYS OF NOTICE	DOUBLE THE ORIGINAL FINE UP TO £100.00
6 (H)	FAILURE TO BE REPRESENTED AT AGM	£100.00
7	FAILURE TO SUBMIT THE REQUIRED WRITTEN AGREEMENT OR TO NOTIFY CHANGES TO SIGNATORIES	£25.00
8 (A)	FAILURE TO CORRECTLY REGISTER A PLAYER	£40.00
8 (B)(iii)	FAILURE TO HAVE THE REQUIRED NUMBER OF REGISTERED PLAYERS PRIOR TO THE SEASON COMMENCING	£25.00
8 (F)	SIGNING OR PLAYING FOR MULTIPLE CLUBS, OR INACCURATE COMPLETION OF A REGISTRATION FORM	£25.00
8 (G)(ii)	REGISTRATION IRREGULARITIES	£100.00
8 (M)(i)	PLAYING AN INELIGIBLE PLAYER	£100.00
8 (N)(i)	FAILURE TO GIVE PRIORITY TO SCHOOL ACTIVITIES	£50.00

9 (A),10 (A)	DELAYING KICK OFF/NO NETS/ NO CORNER FLAGS	£30.00
9(A)	FAILURE TO NUMBER SHIRTS	£10.00 (per shirt, up to an aggregate maximum of £30)
9 (B)	FAILURE TO OBTAIN CONSENT FOR A CHANGE OF CLUB NAME	£30.00
10 (B)	FAILURE TO PLAY MATCHES ON THE DATE FIXED	£100.00
10 (C)	FAILURE TO PROVIDE DETAILS OF A FIXTURE	£50.00
10 (D)	FAILURE TO HAVE MINIMUM NUMBER OF PLAYERS THAT WILL CONSTITUTE A TEAM	£100.00
10 (E) (i) & (iii)	FAILURE TO PLAY FIXTURE	£100.00
10 (H)	NO CAPTAIN'S ARMBAND	£10.00
11 (A) & 11 (C)	LATE TEAM SHEET	£20.00
11 (B)	FAILURE TO PROVIDE RESULT	£20.00
11(D)	FAILURE TO COMPLY WITH RULE	£50.00
11(E)	FAILURE TO COMPLY WITH RULE	£20.00
13 (C)	FAILURE TO PROVIDE CLUB ASSISTANT REFEREE	£25.00
13 (E)	FAILURE TO PAY MATCH OFFICIALS' FEES AND EXPENSES	£25.00
13 (F)	FAILURE TO PAY MATCH OFFICIALS WHERE A MATCH IS NOT PLAYED	£25.00
13 (H)	FAILURE TO PROVIDE REFEREE'S MARK	£25.00
14 (A)	FAILURE TO COMPLY WITH RULE	£100.00
14 (B)	FAILURE TO COMMENCE OR COMPLETE FIXTURES	£100.00
18 (A)	FAILURE TO SUBMIT THE REQUIRED WRITTEN AGREEMENT REGARDING THE TROPHY	£25.00
19	FAILURE TO BE REPRESENTED AT A SPECIAL GENERAL MEETING	£100.00
22	FAILURE TO HAVE THE REQUIRED INSURANCE	£100.00

STANDARDISED RULES

These Rules have been compiled by the Sanctions and Registrations Committee of The Football Association for the mandatory use of all sanctioned Competitions at Steps 1 to 6 inclusive of the National League System.

It should be noted that where the Rules have been printed in [] they are optional and where a gap has been left the appropriate word, figure or amount needs to be inserted.

Whilst additions may be allowed to the Standardised Rules these must first be approved by The Football Association.

1. DEFINITIONS

1.1 In these Rules:

“**Affiliated Association**” means an Association accorded the status of an affiliated Association under the Rules of The FA.

“**AGM**” shall mean the annual general meeting held in accordance with the Articles of the Competition.

“**Appointing Authority**” means [The FA] [the Competition].

“**Articles**” means the Articles of Association of the Company and reference to a number of following the word “Article” is a reference to an Article so numbered in the “Articles”.

“**Board**” means the Board of Directors of the Company appointed in accordance with the Articles or, in the case of a Competition which is an unincorporated association, the management committee elected to manage the running of the Competition.

“**Board Directive**” means an order or instruction issued by the Board.

“**Bond**” means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

“**Club**” means a Club for the time being in membership of the Company (including a Club which has had a transfer of membership approved under Rule 2.9 below).

“**Company**” means The [] Limited, company registration number [] which administers the Competition and shall, where the Competition is an unincorporated entity, include that entity.

“**Company Secretary**” means the person appointed by the Board and registered at Companies House as the Company Secretary of the Company.

“**Competition**” means the [] League.

“**Competition Match**” means any match played or to be played under the jurisdiction of the Company.

“**Competition Office**” means the registered Offices or addresses where League business is transacted.

“**Competition Secretary**” means such person or persons appointed or elected to carry out the administration of the Competition.

“**Contract Player**” means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

“**Control**” means the power of a natural person, legal entity or any other body to exercise, or to be able to exercise or acquire, direct or indirect control over the policies, affairs and/or management of a Club, whether that power is constituted by rights or contracts (either separately or in combination) and having regard to the considerations of fact or law involved, and, without prejudice to the generality of the foregoing, Control shall be deemed to include:

- a) the power (whether directly or indirectly and by any means including without limitation by way of those that in the opinion of the Board are acting in concert) to appoint and/or remove all or such of the members of the board of directors of the Club as are able to cast a majority of the votes capable of being cast by the members of that board; and/or
- b) the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares (or other equity securities) in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation those that in the opinion of the Board are acting in concert) which confer in aggregate on the holder(s) thereof 30 per cent or more of the total voting rights exercisable at general meetings of the Club;

For the purposes of the above, any rights or powers of a nominee or of an associate (as defined in the Rules of The FA Challenge Cup) of a person shall be attributed to that person.

“Criteria Document” means the document entitled “National Ground Grading Document” issued by The FA from time to time and shall, unless stated to the contrary, mean the latest edition of the document.

“CVA” shall mean an agreement reached by a Club under a Company Voluntary Arrangement (under the Insolvency Act 1986) or a Scheme of Arrangement (under the Companies Act 1985 or Companies Act 2006).

“Day” means any day on which the Competition Office is open for normal business but excluding, unless the Board determines otherwise, a Saturday, a Sunday or a Bank or Public Holiday.

“Embargo” means a ban placed by the Board on a Club in respect of player registrations, as more fully defined in Appendix H.

“Embargoed Club” means any Club subject to an Embargo.

“Fees Tariff” means a list of fees approved by the Company at a general meeting to be levied by the Company for any matters for which fees are payable under the Rules.

“FIFA Quality Concept” means the:

- (a) FIFA Quality Concept Handbook of Requirements for Football Turf Surfaces (January 2012 Edition); and
- (b) FIFA Quality Concept – Handbook of Test Methods for Football Turf (January 2012 Edition), and any amendment or modification thereof.

“FIFA Recommended One / IATS or Two Star Certificate” means the certificate of that name awarded by FIFA following compliance with the applicable requirements of the FIFA Quality Concept.

“Fines Tariff” means a list of fines approved by the Company at a general meeting to be levied by the Company for any breach of the Rules.

“Football Creditor” means any one of the following:

- The Football Association Limited.
- Any Club affiliated with an Affiliated Association.
- Any League sanctioned by The Association or an Affiliated Association.
- Any full time or part time employee of a Club, or former full time or part time employee of a Club, in respect of sums due to such person by way of arrears of remuneration or expenses. This excludes for these purposes all and any claims for redundancy, unfair or wrongful dismissal or other claims arising out of the termination of the contract or in respect of any period after the actual date of termination.

- The Professional Footballers' Association Limited.
- The Football Foundation.
- Any Affiliated Association.
- Any pension scheme or plan administered by or on behalf of the Competition.

"Football Turf (3G) Pitch (FTP)" means a field of play (as that term is defined in the Laws of the Game) that has, following installation and prior to the commencement of each subsequent Playing Season, been awarded a FIFA Recommended One Star / IATS (International Artificial Turf Standard) or Two Star Certificate and which otherwise conforms to the requirements of the Laws of the Game.

"Grass Pitch" means a field of play (as that term is defined in the Laws of the Game) that is natural grass, predominantly natural grass or intended to be predominantly natural grass and which conforms to the requirements of the Laws of the Game.

"Ground" means the ground on which the Club's first team plays its Competition fixtures.

"Insolvency Event" means any one of the following:

- (a) entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act 1986 ("the 1986 Act") or a compromise or arrangement with its creditors under Part 26 of the Companies Act 2006 or any compromise agreement with its creditors as a whole; or
- (b) lodging a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (other than paragraph 12 (1)(c)) or where an Administrator is appointed or an Administration Order is made in respect of it ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act); or
- (c) an Administrative Receiver (as defined by section 251 of the 1986 Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets which, in the opinion of the Board, are material to the Club's ability to fulfil its obligations as a member of the League; or
- (d) shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (e) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (f) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act; or
- (g) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board; or
- (h) being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (a) to (g) above; and/or
- (i) have any proceeding or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing.

“Intermediary” means any natural or legal person who carries out or seeks to carry out Intermediary Activity and has registered with The Association in accordance with The FA Intermediaries Regulations.

“Intermediary Activity” means acting in any way and at any time, either directly or indirectly, for or on behalf of a Player or a Club in relation to any matter relating to a Transaction. This includes, but is not limited to, entering into a Representation Contract with a Player or a Club. For the avoidance of doubt, a Club Official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a Lawyer is not acting as an Intermediary when he solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction.

“Long Term Loan” means a loan transfer in excess of 93 days of a Player who is a qualifying Player within the terms of the Rules.

“Match Officials” means the referee, the assistant referees and any fourth official appointed to a Competition Match.

“Membership Year” means the period in each calendar year from the holding of one annual general meeting of the Company to the holding of the next annual general meeting.

“National League System” means the system of competitions controlled by the FA where promotion and relegation links exist between participating Leagues.

“Non Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

“Officer” means an individual who is required to make an Owners’ and Directors’ Declaration by The FA.

“Owners’ and Directors’ Declaration” means a declaration to The FA required from an Officer from time to time.

“Paid in Full” shall mean when a Club has either:

- paid (in cleared funds) to the supervisor of its CVA or its administrator, sufficient funds to pay all its creditors in full (100p in the £) and to cover the costs of the CVA or the administration and confirmation of this fact has been received in writing from the supervisor/administrator; or
- paid (in cleared funds) sufficient to settle in full (100p in the £) any debts owed to creditors outside a CVA.

“Pitch” means a Grass Pitch or Football Turf Pitch.

“Pitch Test” means the test(s) conducted by a FIFA accredited field test institute or UKAS accredited test institute in accordance with the requirements of the FIFA Quality Concept or IATS.

“Player” means any Contract Player, Non Contract Player or other Player who plays or who is eligible to play for a Club.

“Playing Season” means the period between the date on which the first league fixture in the Competition is played each year until the date on which the last league fixture in the Competition is played. For Clubs participating in play off matches this does include the period when play off matches are played.

“Play Off Position” means the position of a Club in the table at the end of each Playing Season which is provided for in Rule 13 as qualifying the Club to take part in a play off match to qualify for promotion to the next step of football for the next Playing Season.

“Rules” means these rules under which the Competition is administered.

“Satisfied” shall mean that a creditor has consented, and provided evidence of such, to accept a sum in full and final settlement of its debt from a Club. For the avoidance of doubt,

a vote to approve a Company Voluntary Arrangement ('CVA') by the creditors of a Club, held in accordance with Insolvency Law in operation from time to time, shall deem those debts admitted to the CVA as being Satisfied. The Board shall determine at its absolute discretion whether an amount is satisfied under the Rules.

"Scholar" means a player aged sixteen or over who has signed a Scholarship with a Premier League or Football League Club or licensed National League Club, and who has completed a registration form for Scholars in accordance with FA Rules and Regulations.

"Scholarship" means a Scholarship as set out in Rule C 3 (a) (i) of the Rules of The FA.

"Short Term Loan" means a loan transfer for a period of no fewer than 28 days and no more than 93 days in any one season.

"Secured" shall mean that one of the following legally recognised undertakings has been provided for the payment of the specified sum in full by the AGM at the end of the Playing Season in which the transfer of membership takes place:

- (i) A solicitor's undertaking for the full amount outstanding;
- (ii) A bank guarantee is held for the full amount outstanding;

In each case to be paid and satisfied in full by no later than the AGM at the end of the Playing Season in which the transfer took place.

The Board shall determine at its absolute discretion whether an amount is Secured or Satisfied under the Rules.

"Significant Interest" means the holding and/or possession of the legal or beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares or other securities in the Club which confer in aggregate on the holder(s) thereof ten (10) per cent or more of the total voting rights exercisable in respect of the Shares of any class of Shares of the Club. All or part of any such interest may be held directly or indirectly or by contract including, but not limited to, by way of membership of any group that in the opinion of the Board are acting in concert, and any rights or powers held by an Associate (as defined in the Rules of The FA Challenge Cup) shall be included for the purposes of determining whether an interest or interests amounts to a "Significant Interest".

"SSAP" means a sporting sanctions appeal panel to be appointed to determine an appeal against a deduction of points under Rule 14.

"Team Sheet" means a form provided by the Competition referred to in Rule 8.11.1.

"The FA" means The Football Association Limited.

"Transaction" means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to create, terminate or vary the terms of a player's contract of employment with a Club, to facilitate or effect the registration of a player with a Club, or the transfer of the registration of a player from a club to a Club (whether on a temporary or permanent basis). A completed Transaction is one that has so achieved the creation, termination or variation of the terms of the player's contract of employment with a Club, the registration of the player with a Club or the transfer of the registration from a club to a Club.

"Work Experience Player" means a Player whose registration is held by a competition other than the Competition and is registered under a Scholarship. The Club taking the Player on work experience will register the Player Non Contract with a league in which they take part to fulfil the football element of the Scholarship, not the educational part.

"written" or **"in writing"** means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Words or expressions used in these Rules shall, if not inconsistent with the subject or context, bear the same meanings as in the Articles.
- 1.3 All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Company to have accepted the Rules and to have agreed to abide by the decisions of the Board in relation thereto, subject to the provisions of Rule 17.
- 1.4 The Competition will be known as [“ ”] (or such other name as the Company may adopt). The Clubs participating in the Competition must be members of the Company [in accordance with the Articles]. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Company.
- 1.5 The administration of the Competition under these Rules will be carried out by the Company acting (save where otherwise specifically mentioned herein) through the Board in accordance with the Rules Regulations and Practices of The FA.
- 1.6 The Company shall be part of the National League System established by The FA and shall sign such documents as are required from time to time to confirm such membership[s].

2. MEMBERSHIP REQUIREMENTS

- 2.1 Each Club shall register its Ground, and its pitch dimensions, with the Competition prior to the start of each Playing Season. It will be misconduct on the part of a Club to alter its pitch dimensions during a season unless with prior written consent of the Board. The Board may at any time require a Club, at its own cost, to submit a report from a qualified independent source certifying the pitch dimensions.

Dimensions of the field of play for all Competition matches shall be:-

Length - Maximum 120 yards (110 metres) – Minimum 110 yards (100 metres)

Width - Maximum 80 yards (75 metres) – Minimum 70 yards (64 metres)

No Club shall remove to another Ground without first obtaining written consent of the Board; such consent not to be withheld unreasonably. In consideration whether to give such consent the Board shall have regard to all the circumstances of the case and shall not grant consent unless it is reasonably satisfied that such consent:-

- would be consistent with the objectives of the Competition as set out in the Memorandum of Association;
- would be appropriate having in mind the relationship (if any) between the locality with which by its name or otherwise the applicant Club is traditionally associated and that in which such Club proposes to establish its Ground;
- would not adversely affect such Club's Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;
- would not have an adverse effect on visiting Clubs;
- would not adversely affect Clubs having their registered Grounds in the immediate vicinity of the proposed location, and
- would enhance the reputation of the Competition and promote the game of association football generally.
- The Club must disclose, as soon as practicable, plans and details of any proposed move to a new stadium. The location of the proposed new stadium must meet with the approval of the Board.
- Without prejudice to the provisions of Rule 4.12 a Club shall forthwith notify the Competition of any proposed change in its circumstances relating to the occupation of its Ground. By way of example, and without limitation, a proposed change may include a sale of any freehold interest (with or without subsequent leaseback) or any surrender or variation or a lease or licence.

- 2.2 All Clubs shall have Grounds and headquarters situated in England, the Channel Islands, Isle of Man if applicable or Wales and the Competition Secretary shall send their names and particulars to The FA annually by the date appointed by, and in the format required by, The FA. Clubs playing in England shall be duly affiliated at all times to a recognised County Football Association. Welsh Clubs shall be affiliated to The FA of Wales. Each Club shall notify the Competition Secretary of its affiliation number each year as soon as practicable after it has received same. Each Club shall return to the General Manager a fully completed questionnaire relating to Form "D" required by The FA by the date given in the circular letter accompanying the questionnaire issued by the Competition Secretary.
- 2.3.1 A Club's Ground may be shared with another Club or any other club (including a club engaged in another sport) providing, where sharing with a football club the Club or club playing in the most senior competition has priority of fixtures at all times and, where sharing with a club engaged in another sport, the Club has priority of fixtures [unless agreed otherwise by the Competition at its sole discretion, applicable only to that Competition, and valid only for one season at a time but open to annual renewal]. A Club will not be permitted to ground share to gain promotion or to avoid relegation. Ground sharing may not be permitted when one of the sharers retains the use of another ground unless that club can show by means of a refused planning permission or similar that it cannot meet the requirements of the Criteria Document at that ground. Any Club wishing to share a Ground or intending to move to a new Ground must obtain the written consent of the Board. Any Ground sharing for a period exceeding thirteen (13) weeks must be in writing and a written agreement must first be approved by the Board before being entered into and (except in an emergency) must be completed by 31 March in any year to be effective for the following Playing Season. A copy of the completed signed and dated agreement must be received by the Competition within fourteen days of the approval being sent to the Club.
- 2.3.2 The Club as at 31 March in any year shall either:
- (i) Own the freehold of the Ground, or
 - (ii) Have a lease for the Ground that extends uninterrupted for a minimum of the next Playing Season, or
 - (iii) Possess an agreement for the use of the Ground that is acceptable to The Football Association following consultation with the relevant Competition.

In each case the Club must provide to the Competition of which it is a member and to The Football Association:

If the Ground is freehold either currently dated Official Copies of the freehold title at the Land Registry in the name of the entity in membership of the Competition or, if unregistered, a Certificate of Title from the Club's solicitor showing that the Ground is owned by the entity in membership of the Competition, or

If the Ground is held leasehold a copy of the signed and dated lease in the name of the entity in membership of the Competition; if the expiry date of the lease has already passed or is dated before the end of the next full Playing Season, a certificate from the Club's solicitor as to whether or not a notice has been given by the landlord to terminate the lease. In addition the Club must provide evidence of registration at the Land Registry, or explain why the Lease is not registered.

If the Ground is subject to an acceptable agreement a copy of the signed and dated agreement for the use of the Ground together with confirmation from The Football Association, following consultation with the relevant Competition, that the agreement is acceptable.

The Club must disclose whether the Club's occupation of the Ground is subject to any third party option, whether the ground is charged by way of security and whether or not any

break clauses in the lease or agreement have been exercised either by the landlord or the tenant.

In all cases The Football Association and the Competition of which it is a member have the right to call for further information.

- 2.3.3 A Club's Ground must comply with the Criteria Document for the step in the National League System at which the Club is playing.

- 2.4 No club which is a "nursery" club [or a reserve side] of a football club shall be eligible for membership of the Company.

A club shall be deemed to be a "nursery" club if it is under obligation, written or otherwise, to a football club by reason of which it has not the sole and entire control of its own management, finance and Players.

- 2.5 Clubs seeking membership or applying to retain membership of the Company must comply with the requirements provided for in the Criteria Document for the step at which the Club is playing. Only clubs which meet these criteria in full will be eligible for membership. All Clubs visited by representatives of the Competition in pursuance of the document will pay a non-returnable fee. In the absence of a procedure for application for membership being established by The FA, the Board shall establish such procedure.

The Board shall establish a procedure for inspecting Clubs' grounds from time to time to ensure that the grade attained by that ground is maintained.

- 2.6 The Competition and The FA shall determine a time scale whereby all Clubs in membership must attain the grade provided for in the Criteria Document. The grade applicable for each Club for the commencement of a Playing Season shall be that existing at the previous 31st March, such grading to be ascertained by an inspection carried out on or before 31st March or as soon as practicable thereafter. Any Club not maintaining the grade set for the Competition may be relegated at the end of the Playing Season to a step determined by The FA.

[Any delay in inspection shall in no way release a Club from its obligation to have its ground ready for inspection. If for any reason a Club's existing ground, or any new ground in which it proposes to play its home matches in the season following inspection, is not available for grading by 31st March prior to commencement of the relevant season then the Club must, by the 31st March, submit to the Board in writing its proposals for a venue for its home matches in the following season ("alternative proposal"), such alternative proposal to be considered (and if appropriate) approved at the next Board Meeting after 31st March. The alternative proposal must, inter alia, contain documentary evidence in support of any ground sharing arrangements and evidence that the proposed ground is demonstrably suitable at a level which the relevant club will be competing. The alternative proposal may not be for a continuation of any ground share arrangement if the Club has had a ground sharing arrangement for the previous 2 seasons, or any part thereof, even if those arrangements have related to more than one ground.

Any approval of the alternative proposal will be subject to the issue of a grading certificate. The Board will use all reasonable endeavours to inspect the ground after receiving the alternative proposal and prior to the Board meeting, but if it is unable to do so then any approval of the alternative proposal will be subject to the issue of a satisfactory grading certificate. In the event of a Club not having received a grading certificate by 31st March and not having had its alternative proposal approved at the relevant Board Meeting, it shall be relegated forthwith at the end of the playing season to a level determined by The Football Association.]

- 2.7 Any Club which is incorporated must be incorporated in England and Wales. Any Club wishing to incorporate shall notify The FA, its Affiliated Association and the Company Secretary before it makes any resolutions in this regard. Any person wishing to be appointed

as an Officer to a Club must comply with the requirements of The FA Owners' and Directors' Test Regulations and send to the [League] [Company] Secretary a copy of the Owners' and Directors' Declaration within 5 days of sending the same to The FA.

- 2.8 In the event that any Club which is an unincorporated association incorporates itself it shall notify the [Company] [League] Secretary in writing within 14 days of the passing of the resolution to take this action and shall with such notice provide the [Company] [League] Secretary with a copy of the Memorandum and Articles of Association of the company. Any amendments to the Memorandum and Articles of Association of a Club must be notified to the Competition Secretary in writing within 14 days of the passing of the resolution with a copy of the change(s).

Transfer of Membership

Transfer as a Going Concern

- 2.9.1 In the event that any Club which resolves to transfer its membership of the Competition from one legal entity to a different legal entity, other than in the circumstances shown at 2.9.2 below, the Board will use the following minimum criteria in deciding whether to approve that transfer:
- (a) The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity.
 - (b) All Football Creditors in the Club must be paid in full or transferred in full (with each creditor's consent) to the new entity, and evidenced as such.
 - (c) All other creditors in the Club must be paid in full or Secured or transferred in full (with each creditor's consent) to the new entity and evidenced as such.
 - (d) The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided.
 - (e) The FA must have given approval for the transfer to take place.

Transfer from Insolvency

- 2.9.2 In the event that any Club that is subject to an Insolvency Event resolves to transfer its membership of the Competition to a new entity, the Board will use the following minimum criteria in deciding whether or not to approve that transfer:
- (a) The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity and/or a licensed insolvency practitioner(s) appointed to the Club has agreed to sell or transfer some or all of the Club's assets to the new entity;
 - (b) All Football Creditors in the Club must be Paid in Full and evidenced as such;
 - (c) The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided;
 - (d) The FA must have given approval for the transfer to take place; and
 - (e) All other creditors in the Club must be satisfied and evidenced as such (This provision to be read in conjunction with 2.9.3 below.)

In the event that requirement (a) and/or (e) is not fully complied with, and only where the Board, at its absolute discretion, deems there to have been exceptional circumstances surrounding the application for the transfer, it may approve the transfer (subject to compliance with all other provisions above) and may

apply such conditions as it deems appropriate including, without limitation, the deduction of points.

- 2.9.3 Nothing in Rule 2.9.2 above shall limit in any way the application of Rule 14B of these Rules.
- 2.10 The Competition shall allow for up to [] member Clubs. There will be [] divisions of 22 Clubs in each division where possible. The divisions will be called []. The Clubs competing in each division each season will be confirmed by the Annual General Meeting of the Company each year. A Club entered into membership at the Annual General Meeting shall be subject to the application of the Rules until the date of the following Annual General Meeting. It shall be allowed for these numbers to be increased to accommodate any anomaly in the National League System.
- 2.11 Any Club or Club representative found guilty of serious irregularities regarding Players Contract payments under The FA Rules may be expelled from the Company in accordance with [the Articles or] these Rules and, in addition, may be fined such sum as the Board shall determine.
- 2.12 The Company will hold a membership register of the full name of the company/unincorporated entity constituting each Club. If the Club is an incorporated entity, it must provide the Company with its company name and registration number. If the Club is an unincorporated entity, it must provide the Company with the name of an individual in whose name the membership of the Company will be vested. A Club must notify the Company of all proposed changes to the information held by the League in the membership register in respect of the Club including any proposed change of company name or the name of an individual in whose name the membership of the Company is vested. [Clubs are required to submit a fully completed membership form prior to the Annual General Meeting each Season.]
- The Company will provide a copy of its membership register to The FA annually.

Ownership and Change of Control

- 2.13 Each Club shall publish its legal name, form (e.g. unincorporated association, company limited by shares or guarantee etc) and any identifier (e.g. company number). In addition for those Clubs that are owned, then the Club shall also publish the identities of the ultimate owner (i.e. the name of an individual) of each Significant Interest in the Club. Such information shall as a minimum be published on the Club's official website on a page accessible directly from the home page of that official club website and/or within the Club's official matchday programme.

NEXT SECTION IS FOR NATIONAL LEAGUE ONLY

- 2.14 If any change of Control of a Club is proposed (whether by a natural person, legal entity or any other body) then:
- (i) The Club shall submit to the Board up to date information including financial information (such as budgets) prepared to take into account the consequences of the change in Control on the Club's future financial position as soon as reasonably practicable prior to the change of Control, or if submission is not reasonably practical prior to the change of Control then no later than 10 working days thereafter;
 - (ii) The Board shall have the power to require those that are to acquire or have acquired control of the Club to appear before it and to provide evidence of the source and sufficiency of any funds which the purchaser proposes to invest in or otherwise make available to the Club; and
 - (iii) On considering all information available, including that provided under Rule 2.14(ii), then the Board at its absolute discretion shall apply any conditions in respect of the Club's ongoing membership of the Competition including the

provision of any further information, adherence to a budget, the application of an Embargo, request for financial guarantees, and or payment of a Bond.

This Rule shall not apply where Rule 2.9 applies.

ALL OTHER LEAGUES RESUME HERE

2.15 In the event that an Insolvency Event occurs in relation to any Club, that Club must inform and keep informed the [League] [Company] Secretary and The FA immediately.

The Board shall have the power to suspend a Club on notification of it having entered an Insolvency Event.

At the discretion of the Board, a suspension may take effect from the giving of the notice or it may be postponed subject to any conditions as the Board may think fit to impose.

In the event that a Club is suspended or its suspension is postponed, the Board shall have power to make such payments as it may think fit to the Club's Football Creditors out of any monies due to that club from the Company.

2.16 An Officer must submit an Owners' and Directors' Declaration to The FA in accordance with the Reporting Requirements set out in The FA's Owners' and Directors' Regulations that apply from time to time. The Club must provide a copy of any such Owners' and Directors' Declaration to the Competition at the time it is submitted to The FA.

No individual will be permitted to act as an Officer if they fail to meet any of the requirements of the Owners' and Directors' Declaration, as set out in the Rules of The FA.

In the event that an individual/entity is found to have either:

- Completed false or misleading statements on their Owners' and Directors' Declaration;
- acted as an Officer when in breach of the requirements of the Owners' and Directors' Declaration;
- Acted as an Officer without The FA having given written confirmation to the Club in accordance with The FA's Owners' and Directors' Regulations that the individual may so act; then the individual/entity or Club shall be subject to such fine or other sanction as may be determined by The FA.

In the event that the Competition receive a Notice from The FA issued in accordance with The FA's Owners' and Directors' Test Regulations for the suspension of that Club's Competition membership, then that Club shall be suspended from the Competition with effect from 14 days from the date of the Notice. An appeal of the effect of the Notice is to The FA and can only be made by the affected Club and in accordance with the appeal procedures set out in the FA Owners' and Directors' Test Regulations. The effect of the Notice shall be suspended pending the outcome of an appeal.

The FA shall advise the Competition and the Club in writing where it becomes satisfied that a Disqualifying Condition as defined in the FA Owners' and Directors' Test no longer applies. Upon receipt of this written notification from The FA, the Competition may remove the suspension of the Club's Competition membership.

Where a Club is suspended and that causes a match in the Competition not to be played, the Board shall determine how the outcome of that match shall be treated.

2.17 Within fourteen days of a change in a Significant Interest at a Club or the appointment or removal of any director of a Club, written notice thereof, together with such details as are required to be filed with the Registrar of Companies, shall be deposited at the Competition Office.

2.18 If during the course of a season the Board decide that the organisation and management or finances of a particular Club fall below the standards appropriate to membership of the Competition, the Competition Secretary shall be instructed to warn the Club at once that it

may be excluded from membership of the Competition at the end of that playing season. Such a Club shall have the right to appeal to The FA within 14 days of the date of notification of the Board's decision.

- 2.19 The Competition, through the Board shall be empowered from time to time by subscription, levy or otherwise to require Clubs to contribute such sum or sums of money to the funds of the League as may be necessary for the proper conduct of the business of the League. Such contributions by Clubs may be collected by deduction from sums due to Clubs under any promotion agreement [commercial contract] or from sponsorship money due or by whatever means the Board shall think fit. There shall be added to any sums to be contributed from Clubs, if applicable, Value Added Tax at the then prevailing rate.
- 2.20 Any Club failing to be represented at an Annual General Meeting or any other General Meeting called in accordance with the [Rules] [Articles] without satisfactory reason being given shall be fined in accordance with the Fines Tariff. [Whenever required to do so all Club Managers, or an Assistant Manager, will be required to attend in person any General Meeting of Clubs to receive a presentation by the Board. Failure to do so without just cause shall be a breach of these Rules and be dealt with in accordance with the Fines Tariff.]
- 2.21 The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination.
- 2.22 The Competition and each Club does not and must not [by its rules or regulations or] in any manner whatsoever unlawfully discriminate against any person within the meaning and scope of the Equality Act 2010 or any law, enactment, order or regulation relating to discrimination (whether by way of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise).
- 2.23 The Competition and each Club shall make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise.
- 2.24 Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate sanctioning Association for investigation.

3. MEMBERSHIP – ANNUAL SUBSCRIPTION

- 3.1 Any Club applying for membership of the Company shall submit to the Company a fully completed Membership application form and the application fee [and non-refundable ground inspection fee].
- 3.2 Clubs which have qualified for membership of the Company must confirm their acceptance of membership on the appropriate Competition form to be received by the Company at least [] 14 days prior to the next Annual General Meeting of the Company accompanied where appropriate by the membership fee.
- The annual subscription shall be paid by each Club to the Company no later than [7 days before the Annual General Meeting of the Company in each year].

4. POWER OF THE BOARD

- 4.1 The Board shall have power to deal with all matters of management of the Competition covered by the Rules. The Board shall conduct the business of the Competition and shall meet as often as is necessary for this purpose.
- The Board may appoint such committees as it deems appropriate which shall be fully empowered to act on the Board's behalf subject to ratification by the Board. The Board shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The Football Association or affiliated Association.

- 4.2 Save where specifically provided otherwise in these Rules, the Board shall have power to apply, act upon and enforce these Rules and shall have jurisdiction over all matters affecting the Company or the Competition including any not provided for in these Rules. The Board shall also have the power to issue an order or instruction, by way of a Board Directive, in the best interest of the Competition, on any matter not provided for in these Rules, with which Clubs must comply or be subject to sanction under Rule 4.6, save where any such Directive is inconsistent with a Rule or Regulation of The FA, in which event the Directive will not create a binding obligation on Clubs.
- 4.3 All decisions of the Board shall be binding, subject to a right of appeal to The FA pursuant to Rule 17. Decisions of the Board must be notified, in writing, to all concerned within fourteen days of the making of such decision.
- Upon becoming aware of any breaches of these Rules the Board shall write to the entity suspected of a breach formally charging the party giving at least 7 days' notice of the time, date and venue of the meeting at which the charge shall be considered.
- The party charged will respond in writing to the Board within 7 days stating whether or not the charge is admitted and in default the Competition will deal with the case on the evidence it has at the time. If the charge is disputed or if the party admitting the charge wishes to present a plea in mitigation, it shall have the right to a personal hearing. The party charged also has the right to waive the 7 day requirement and allow the charge to be considered in less than 7 days after the party has been charged.
- If the party charged disputes the charge or wishes to have a personal hearing to present a plea in mitigation then it shall submit its case in writing to be received by the League Secretary at least 7 days prior to the date of the meeting set to consider the charge and in default the Board will be at liberty to proceed to hear the charge without the benefit of written submissions from the party charged.
- 4.4 Where the Rules provide for the imposition of a financial penalty under the Fines Tariff then the Notice of Charge given by the Board under Rule 4.3 above shall refer to the penalty provided for in the Fines Tariff.
- If the Rule provides that the penalty for such a breach is in the discretion of the Board then the notice shall also state as such. If the penalty set by Rules is not a financial penalty then such penalty must still be referred to in the Notice of Charge.
- All breaches of the Laws of the Game Rules and Regulations of the Football Association shall be dealt with in accordance with FA Rules by the appropriate Association prior to any action by the Competition in accordance with FA Regulations.
- 4.5 All fines and charges imposed by the Board shall be received by the Company within twenty-eight days of the date of notification of imposition (unless otherwise ordered). Any Club or person breaking this Rule shall be liable to such penalties as the Board may impose.
- 4.6 If a Club fails to comply with a Board Directive within fourteen days of notification of such order or instruction, or within fourteen days of an operative date specified in that order or instruction, it shall not be allowed to play or take part in the business of the Company until the expiry of 7 days from the day the order or instruction is complied with.
- 4.7 Except where otherwise mentioned, all communications shall be addressed to the Competition Secretary, who shall conduct the correspondence of the Competition [and keep a record of its proceedings].
- 4.8 A Club must at all times attend satisfactorily to the business of the Competition and/or the correspondence of the Competition or Company.
- 4.9 If a Club is asked to submit a report in relation to any alleged violation of these Rules it may have a personal hearing, providing it notifies its intention of such within fourteen days of the date of notification from the Company, or the case will be dealt with in its absence.

- 4.10 The Board shall have the power to arrange representative matches at their discretion.
- 4.11 A match may be played each season [year] between two clubs nominated by the Board. All matters concerning the match will be decided by the Board.
- 4.12 In the event of any issue concerning the membership of any Club with the Competition the Board may require a Bond to be paid by or on behalf of the Club on such terms and for such period as it may in its entire discretion think fit.

5. INTERESTS IN MORE THAN ONE CLUB

Except with the prior written consent of the Board no person, company or business institution (including insolvency practitioners) may at any time be interested in more than one Club or in a Club and any other club playing in a Competition sanctioned by The FA. The definition of "interested" shall be the same as provided for by the Rules of the FA Challenge Cup Competition in force from time to time.

6. REGISTRATION OF PLAYERS

6.1 A QUALIFYING PLAYER REGISTRATION

The Football Association's rules will apply in respect of all matters concerning players.

6.1.1 A Player is one who has signed a Registration Form supplied by the Competition (such signature to be witnessed by a second person) and where:-

- the form has been completed and signed by an Officer of the Club and
- has been approved and registered by the Competition and
- a registration number has been allotted.

A Player will only be eligible to play in a match organised by the Competition if his registration form; transfer form, or loan transfer form, has been received by the Company not less than four hours before the scheduled kick-off of the match in which the player is required to play and found to be in order, and so registered. It is the responsibility of all Clubs to ensure any player signing a registration form has, where necessary, the required International Clearance Certificate and in the case of Contract Players, including those on loan, must have approval from The Football Association. Clubs are also responsible for all players being correctly registered before fielding any player. Failure to do so constitutes misconduct and the Club will be charged with fielding an ineligible player.

Registration forms will be made available to Clubs by the Competition and charged in accordance with the fees tariff. The status of a player must be clearly stated on the Registration Form. The Registration Form must be received at the Competition Office within five days of having been signed by the Player.

The registration of a Player will be valid from the date of registration to the end of that Playing Season only or, if in the case of a Contract or Loan Player whose contract or loan expires before the end of the Playing Season, for the term of the said contract or loan.

6.1.2 A Player may only play under his correct status. Any change of a Player's status during the currency of a registration must be notified to the Competition within five (5) days of the change of registration being affected.

In the event of a Player changing his status with the same Club either from Contract to Non-Contract or from Non-Contract to Contract then that Player must sign a new registration form and be re-registered. In default the Player re-registering will be ineligible to play in a match under the jurisdiction of the Competition and Rule 6.9 will be applied in such circumstances where a Club is found guilty of playing a Player who has changed status without re-registering.

A Player whose registration under Contract is cancelled by mutual consent and immediately re-registered by the same Club or a different Club on a non-contract basis shall not subsequently be registered as a Contract player with the Club for which his Contract was cancelled, within three months of the date of the cancellation except with the consent of the Board.

- 6.1.3 The Board shall have the power to make application to refuse or cancel the registration of any Player charged and found guilty of undesirable conduct subject to the right of Appeal to The FA or the relevant County Football Association. Undesirable conduct shall mean an incident of repeated conduct, which may deter a participant from being involved in this Competition. Application should be made to the parent County of the Club the Player is registered with.

(Note:- action under this clause shall not be taken against a Player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the Player bringing the Competition into disrepute and will in any case be subject to an Appeal to The Football Association. For the purposes of this Rule, bringing the Competition into disrepute can only be considered where the Player has received in excess of 112 days suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence.)

- 6.1.4 The Board shall also have the power to place an Embargo on the registration, transfer or loan transfer of Players by any Club deemed to be in breach of these Rules. Where a Club has been subject to an Embargo that is ongoing (if applied by the Competition or another) then the Embargo shall continue to apply until the Club can demonstrate to the satisfaction of the Board that the circumstances that resulted in the Embargo no longer apply.

6.2 REGISTRATION PERIOD

- 6.2.1 [In any Playing Season the Registration Period for that season for The National League, National League North and National League South Clubs shall be the period commencing at midnight on the last day of the immediately preceding Playing Season and ending at 5.00pm on the fourth Thursday in March next following.]

After 5.00pm on the [fourth Thursday in March] [31st March] each Playing Season new registrations, new loans, and transfer of registrations will be declined or will be approved subject to such limitations and restrictions as the Board may determine and, if so determined, the Player shall only be eligible to play in the matches for which permission is granted by the Board.

6.3 PLAYER STATUS

The status of a player may be:-

- Contract Player
- Non-Contract
- Work Experience
- Scholar
- Short Term Loan
- Long Term Loan
- Youth Loan

6.4 REGISTRATIONS AND REGISTRATION PROCEDURES

- 6.4.1 A Player will only be eligible to play in a match organised by the Company under these Rules if the appropriate form(s) is (are) received by the Company (including

[by facsimile or] electronically) at least four (4) hours before the scheduled kick-off time of such match. No Player whose registration, including Loan registrations, is received less than four (4) hours before the match organised by the Company in which he is required to play will be eligible. Any loan registration must also be approved by the Football Association before that Player can be considered eligible to play.

Where a registration form is sent to the Company [by facsimile or] electronically, e.g. email, the originating form must subsequently be received by the Company within five (5) days of the sending of the [facsimile or] electronic transmission. In default of this Rule the player shall not be eligible to play in the Competition unless and until a valid registration form is received. The form when received must contain the same information as that received by [facsimile or] email. It is an offence to falsify a competition form.

The registration of a Player by [facsimile or] electronic transmission is not automatically valid and it is the responsibility of the Club to ensure the player is NOT registered with any other Club. When the Player involved was previously registered with another Club it is necessary for that Club to complete the standard Competition transfer form or to have completed the standard Competition cancellation of registration form prior to or at the same as the registration to the new Club.

Any Club found to have been in breach of any part of Rule 6.4.1 will be deemed to have played an ineligible player and will be dealt with in accordance with Rule 6.9.

- 6.4.2 Each Club must have at least eleven (11) Players registered fourteen (14) days before the start of each Playing Season.
- 6.4.3 [A registration form, when submitted to the Competition, must be accompanied by the financial details, i.e. the appropriate page of the contract for Players under written contract or the standard Competition form for Players not under written contract.]
- 6.4.4 In the event of a Player signing registration forms for more than one Club, priority of registration shall decide for which Club he is entitled to play. The Club submitting the latter form shall be notified of the prior registration of the Player, and the circumstances under which the registration forms were signed shall be investigated by the Board. Any Player found to have signed registration forms for more than one Club, or any Club found to have knowingly induced a registered Player of another Club to sign a registration form, shall be dealt with by the Board in such a manner as it shall think fit.
- 6.4.5 Except when specific approval has been given by the Board a Club cannot sign or transfer more than one Player, contract or non-contract, from another Club at any one time unless a period of 14 days has elapsed between each signing.
- 6.4.6 If a non-contract Player also registers for a club not in membership of the Competition, his registration for the Competition may be retained by the Club.
- 6.4.7 A Club may register any number of Work Experience players but only two (2) may play in any one match, in accordance with FA Rules.
- 6.4.8 A Club may name up to a maximum of five (5) players on a Team Sheet who are either Short Term Loan, Long Term, [Youth Loan] or Work Experience.
- 6.4.9 The Company may, at its discretion, refuse any further registration of players, i.e. place under a registration embargo, any Club which has not completed payment of a transfer or loan arrangement made with another Club (or club) or arranged for the payment to be adequately secured. The Club (or club) which holds the Player's Contract will continue to pay the Player in accordance with his Contract.

6.5 TRANSFERS

- 6.5.1 The transfer of a registration of a Player under written Contract from one Club to another must be in writing, on the Competition transfer form, signed by the Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. Such Contract Player does not become a bona-fide Player of the Club seeking his transfer until the form has been approved and registered by the Competition. The registration of a Contract Player whose Contract is cancelled by mutual consent shall be automatically cancelled upon receipt by the Competition of a copy of the relevant FA form.

Where a Club cancels the registration of a Player, Contract or Non-Contract, for any reason whatsoever, the Club must notify the Competition [General Manager] immediately, in writing or on the relevant Competition form. To be valid such notification must be signed by an authorised signatory of that Club.

- 6.5.2 The transfer of a registration of a Non-Contract Player from one Club to another must be in writing, on the Competition transfer form, signed by the Non-Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. Such Non-Contract Player does not become a bona-fide Player of the Club seeking his transfer until the form has been approved and registered by the Competition. A Non-Contract Player whose registration for a Club is cancelled or transferred for any reason whatsoever cannot, without the consent of the Board, return to his original Club until a minimum of fourteen (14) days has elapsed from the date of the cancellation or transfer.

- 6.5.3 A Club cannot register the transfer of a Contract Player or Non-Contract Player unless that Player has been registered with the transferor Club for at least 14 days, unless that Player is a goalkeeper.

6.6 TEMPORARY TRANSFERS (LOANS)

- 6.6.1 Short Term Loans, Youth Loans and Long Term Loans of Contract players shall be allowed to or from Clubs in membership of:-

- The Premier League
- The Football League
- The National League
- The Isthmian Football League
- The Northern Premier League
- The Southern Football League
- Any other Leagues which have been authorised by the FA [as shown in Appendix K]

on such terms and conditions as shall be mutually agreed by the two clubs and the player. For Loan Transfers between Clubs in the same Competition the transfer must be completed on the National League System Temporary Transfer Form. For Loan Transfers between Clubs in different Competitions the transfer must be completed on FA Form H3 together with a registration form applicable for the Competition of the transferee club.

The player being taken on loan, [including Youth Loan,] must sign a Competition contract registration form which will be valid for the full period of the loan, including any extension to the loan period. The Competition's standard cancellation form must be used to prematurely end the temporary transfer period. The temporary registration for the borrowing Club will automatically be deemed to be cancelled upon maturity of the temporary transfer period.

Where a Short Term Loan, [or Youth Loan] expires, and is not renewed simultaneously, any subsequent Short Term Loan, [or Youth Loan] of that Player to the same Club will be subject to a minimum duration of 28 days.

No more than four (4) Players (Short Term, Long Term or [Youth]) may join one Club from another Club (or club) in any Playing Season. [An additional Youth Loan Player may be added to this figure.]

- 6.6.2 Short Term Loan Transfers – A Club can have up to a maximum of twelve (12) Short Term Loans during a Playing Season. The minimum period of a Short Term Loan transfer must be twenty-eight (28) days with a maximum of ninety-three (93) days in any one Playing Season.

The Competition shall not approve more than two (2) Short Term Loan transfers to or from any one Club, including Premier League and Football League Clubs, at any one time.

On completing the National League System Temporary Transfer Form or FA form H3, a Club must send the original to the FA, one copy to the Company, and a third copy to the secretary of the League with which the player is registered.

To extend the period of any Short Term Loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above. If the Short Term Loan transfer is extended only the Club for whom the Player was originally registered will be allowed to cancel the agreement at any time within the extension period, i.e. after 28 days. In the case of a goalkeeper Clubs may mutually agree, if they so wish, to include a recall clause in the agreement to enable the Club for who the Player was originally registered to recall the Player at any time during the loan period. Players other than goalkeepers may not be recalled within the first month, i.e. 28 days, of any loan.

Any Short Term Loan transfer which may terminate after the last day for registrations may be extended for a further period provided the maximum period of 93 days is not exceeded.

Short Terms Loan Transfers which become permanent before their expiry date shall not count against a Club's quota of days or Players.

- 6.6.3 Long Term Loan Transfers – Clubs may have up to a maximum of six (6) Long Term Loan Transfers of any age during a Playing Season.

Long Term Loan Transfers shall be for a full Playing Season; or from any date prior to 31st August to any date between 1st and 31st January; or from any date between 1st and 31st January (the January transfer window) to the end of the Playing Season.

A Player on Long Term Loan may not be recalled, except for a goalkeeper or where the Player is to be transferred permanently by the Club (or club) holding his registered contract. A Player other than a goalkeeper so recalled cannot be permitted to play for the Club (or club) holding his registration after such recall until the end of the Playing Season. Players so recalled can only be replaced by a further Long Term Loan with permission from the Company. Long Term Loan Transfers will not count against the number of Short Term Loan Transfers.

To extend the period of any long term loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above.

The Competition shall not approve more than two (2) Long Term Loan transfers to or from any one club, including Premier League and Football League Clubs, at any one time.

6.6.4 Youth Loan Transfers

[Youth Loan Transfers apply to:-

- Scholars in their second or third (if that option is exercised) year of their Scholarship agreement, or
- Contract Players aged 20 or under on 1 July immediately preceding the Playing Season in question.

Where the Rules of the relevant League permit, unlimited Youth Loan Transfers shall be allowed to or from Clubs in membership of the National League (National Division only), the Premier League and the Football League. Players may also be sent on Youth Loan to Leagues at Steps 1 to 4 of the National League System.

At Steps 1 and 4 of the National League System, Youth Loans are permitted at any time during the Registration Period.

It shall be a condition of any Youth Loan involving a Scholar or a Contract Player to whom Football League Youth Rules apply that for the duration of the period of the Youth Loan the Player continues to fully comply with the programme of education in place for that Player.

A Player registered on a Youth Loan may, provided it is agreed between the two clubs and the Player, continue to train with and/or play for his loaning Club (or club) in any match other than matches played as part of the Premier League Competition, Football League Competition, Football League Cup, FA Cup or Football League Trophy (i.e. First Team matches.) Participation by the Player in First Team matches for the borrowing Club shall take precedence.

Any days on which the Player participates in a Reserve Team match and/or attends any training sessions for the loaning Club (or club) shall still count towards the period of the Youth Loan.

The minimum period of a Youth Loan shall be 28 days, thereafter a break clause may be included. Youth Loans cannot extend beyond the date of the Player's 21st birthday and/or the contract period with the parent club.

6.7 CLUB LIST OF PLAYERS AND TRANSFER LIST

[Clubs shall furnish the Competition Secretary by 1st June with the following details:

- 6.7.1 a list of Contract Players whose agreements do not terminate at the end of the current season;
- 6.7.2 a list of contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1 (j);
- 6.7.3 a list of Contract Players in respect of whom the existing agreements do not include an option to renew but which the Club is desirous of offering further engagements, in accordance with Football Association Rule C1 (j);
- 6.7.4 a list of Contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1 (j) but whose registration the Club is prepared to transfer;
- 6.7.5 a list of Contract Players the Club has released;
- 6.7.6 a list of all Players whose registration the Club wishes to be cancelled;

Clubs shall also complete the standard Competition forms and return these by this date.

A Club relegated from the Football League Limited shall advise the Competition Secretary by 30th June the names of Players retained by that Club for the season, taking into consideration the contents of Football League Rule 53.]

6.8 SUBSTITUTE PLAYERS

A Club at its discretion may use three substitute Players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. When a Club is making a substitution it shall use a Board to show the number of the Player to be substituted and the number of the substitute Player.

A maximum of [] SUBSTITUTES may be nominated and they must be included on the official Team Sheet handed to the Referee before the match in accordance with Rule 8.11.1. A substitute may not be used to replace a Player who has been suspended from the match by the Match Officials.

If a Player does not take part in the match for which he is a nominated substitute he shall be deemed as not having played for the Club in that match.

6.9 PLAYING AN INELIGIBLE PLAYER

Any Club found to have played an ineligible Player in a match or matches shall, save for exceptional circumstances, have any points gained from that match or matches deducted from its record, up to a maximum of 12 points, and have levied upon it a fine. The Board may also order that such match or matches be replayed on such terms as are decided by the Board which may also levy penalty points against the Club in default.

The Company may vary this decision in respect of the points gained only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status.

6.10 FINANCIAL ARRANGEMENTS

6.10.1 Subject to clauses 6.10.2 to 6.10.7 and to the Rules and Regulations of The FA, a Club may negotiate a financial arrangement with its Players.

6.10.2 All Players under a written contract must be registered with the Competition and The FA.

6.10.3 All payments and benefits due and/or made to the Player must be shown in the contract.

6.10.4 All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.

6.10.5 All salaried payments (whether to Contract or Non-Contract Players) must be subject to PAYE and National Insurance.

6.10.6 All salary payments due on written Contracts must be stated gross, before PAYE and National Insurance deductions.

6.10.7 Any Players paid expenses should be reimbursed via an expense claim form. The club should retain all expense records in a format acceptable to the HM Revenue and Customs.

7. CLUB COLOURS

7.1 On or before a date specified by the Company each year, every Club shall notify the Competition Secretary, in writing, of details of their first choice colours for outfield players and their goalkeeper (shirts, shorts and socks) and such details shall be printed in the Handbook published by the Company for the ensuing Playing Season.

The colours registered by each Club shall be worn during the following season when playing at home. Shirts must be numbered 1 to 20 or [in accordance with the Competition squad numbering provision] such that the numbers can be clearly identified by officials and spectators. Striped, hooped or otherwise patterned shirts shall have numbers affixed to contrasting patches or numbers in a contrasting colour with bold outline. No changes to the first choice colours or combination of colours shall be permitted without the consent of the Board.

- 7.2 When playing away from home, clubs must play in colours (shirts, shorts and socks) which are clearly distinguishable from those of their opponents and the Match Officials, in particular the goalkeeper must play in kit clearly distinguishable from the colours of the shirts worn by all other Players in the match and the Match Officials.

Neck and cuff rim colours on shirts are not regarded as basic colours for the purpose of this Rule. Subject to the foregoing a Club may, if it wishes, wear colours not registered with the Competition for away matches. It is the responsibility of the visiting Club to check that their colours will not clash.

The goalkeeper may wear tracksuit trousers acceptable to the Match Referee.

- 7.3 No Club shall be permitted to register or play in shirts the colour of which is likely to cause confusion with the outfits worn by the Match Officials (i.e. black or dark blue).
- 7.4 The Players' shirts must be clearly numbered in accordance with the Team Sheet handed to the match referee before a match and there must be no change of numbers during the match except for a change of goalkeeper or if permitted by the match referee because of a blood injury.
- 7.5 The Captain shall wear a distinguishing armband [provided by the Competition] to indicate his status.

- 7.6 Both sleeves of the shirts of all Players in matches played under the jurisdiction of the Company shall carry a Competition logo as supplied by the Competition on an annual basis if so decided by the Board. When playing in other competitions the shirts of all Players must include the Competition logo.

Shirt advertising must comply with FA Regulations.

- 7.7 The colours of clothing worn by ballboys/girls must not clash with the colours of either competing Club and the Match Officials.

8. PLAYING OF MATCHES.

- 8.1 The Board shall fix the date on which the Playing Season shall commence.
- 8.2 All matches shall be played under the Rules and Regulations of The FA and in accordance with the Laws of the Game as determined by the International Football Association Board.
- 8.3 Clubs taking the field of play – For all matches under the jurisdiction of the Competition, Clubs shall be required to enter the field of play together, preceded by the Match Officials, not less than 5 (five) minutes before the advertised time of kick-off.
- 8.3.1 All matches shall be of ninety minutes duration. The half time interval in all matches shall not exceed fifteen minutes. Any match which is not of ninety minutes duration may be ordered to stand as a completed match or replayed for the full period of ninety minutes or be awarded to the Club not at fault, as the Board may decide, on such terms as the Board shall decide.
- 8.3.2 In the event that a match is abandoned before half time the Club playing at home will issue a voucher to each spectator valid for free admission if the match is ordered to be replayed. In the event that the match is abandoned during or after the half time interval the Club playing at home is not obliged to issue such a voucher.
- 8.3.3 In the event that a match is abandoned for reasons over which neither Club has control the Club playing at home shall retain the gate receipts for such uncompleted match and the Board shall determine the terms upon which any replayed match shall be played.
- 8.3.4 In the event of a match being abandoned due to the conduct of one Club or its members or supporters the Board has the power to order that the match is not

replayed and to award either one or three points to the Club not at fault. It cannot levy a financial penalty due to the conduct of a Club.

- 8.3.5 In the event of the match being abandoned due to the conduct of both Clubs or their members or supporters no financial penalty can be applied by the Board to either Club and the Board shall determine whether the original match stands as a completed match or is replayed and, if replayed, the terms upon which the match is to be replayed.
- 8.3.6 In the event of a match having to be postponed and one Club is found to be at fault then opponents for that match shall be compensated by the Club at fault. In the case of a visiting Club where it has undertaken all or part of its journey then travelling expenses and meal allowances may be claimed based on the total mileage involved in the whole journey. In exceptional circumstances, expenses for overnight accommodation up to a maximum of 18 persons may be claimed. In some instances compensation may also be claimed when neither of the Clubs is at fault. The Board will determine the amount of compensation payments to be made, if any.
- All claims for compensation by either Club in the case of either an abandoned match or a postponed match must be received by the League Secretary within 14 days of the date of the match to which the claim relates.
- 8.4 In the event of the match being postponed, not completed or abandoned, the home Club must immediately telephone [or facsimile] the Competition results service, the Competition Secretary and, in the case of a match postponement, the Appointing Authority, the visiting Club and the Match Officials. When a postponement occurs in any FA or County Cup competition, the home Club, if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.
- 8.5 Each Club must take every precaution to keep its ground in good playing condition and amenities (including floodlights) in good working order and complying with the Criteria Document throughout the Playing Season.
- 8.6 Where a match has been postponed for any reason, [the two Clubs concerned must agree within () days of the postponement a new date (which shall, save in exceptional circumstances, be within 42 days of the original date) and in default the Board is empowered to order Clubs to play on a date it considers suitable.] [The Competition Secretary shall determine the new date.]
- Any Club without just cause failing to fulfil an engagement to play a Competition match on the appointed date shall for each offence be liable to expulsion from the Competition and/or such other disciplinary action the Board may determine, including the deduction of up to a maximum of three points from the offending Club's record, any expenses incurred by their opponents, and a fine.
- In the event of a Club being in breach of the previous paragraph of this Rule then the Board may award points to the Club not at fault as if the match had been played and the League table shall reflect the position as if the match had been played with the result awarded by the Board.
- 8.7 The postponement of matches due to ground conditions must be carried out in accordance with Rule 15.2.
- 8.8 All Clubs must have [a facsimile machine,] a mobile telephone and an email address operational at all times. These will be listed in the Competition Handbook unless a Club requests otherwise.
- 8.9 Each Club shall be prepared to kick-off at the scheduled time unless a satisfactory explanation is offered. Any Club commencing a Competition match with less than 11

Players may be subject to a fine. Each team participating in a match shall represent the full available strength of each competing Club.

- 8.10 When a Club obtains the consent of the Board to postpone a fixture because of an epidemic affecting the availability of their Players, that Club shall be liable to pay any direct expenses incurred, if any, to the opposing Club. The amount of claim will be at the discretion of the Board. Requests for the postponement of a match for any reason will not be considered more than forty-eight hours before the scheduled time of kick-off.

Medical certificates for those Players affected, signed by the Players' own doctor, must be forwarded to the Competition Secretary within [fourteen days] of the postponement, along with a full list of contract and Non-Contract Players currently registered by the Club at the date of the match which was postponed, giving full reasons against each name for the Player's unavailability.

- 8.11.1 Each Club must hand the Team Sheet containing name(s) of Players taking part in a match (including the name(s) and number(s) of the nominated substitute(s) to the Referee and a representative of their opponents in the presence of the Referee at least forty five minutes before the scheduled time of kick-off. The Players' numbers (in accordance with Rule 7) and the colours of the playing strip must be clearly stated. Any Clubs in breach may be fined.

- 8.11.2 Any Club altering its team selection or numbering after Team Sheets have been exchanged may be fined. A Player who is named on the Team Sheet may be replaced without fine if he is injured warming up after exchange of the Team Sheet. Any subsequent changes must be notified to the referee and to a representative of the opponents before the actual kick-off.

[The name of the Doctor or Medical Practitioner in attendance (in accordance with Rule 26) must be entered on the Team Sheet in the appropriate space provided.]

- 8.12.1 The home Club shall advise the visiting Club and the Match Officials of the date and time of kick-off of each match and the team colours, including the colour of the goalkeeper's jersey, it will be wearing, to be received at least five days prior to the match and the visiting Club and the Match Officials must acknowledge receipt to be received at least three days before the match.

The visiting Club must include in its acknowledgement the team colours, including the colour of the goalkeeper's jersey, it will be wearing.

- 8.12.2 Where a match is re-arranged or cancelled after the officials have been appointed, it is the duty of the home Club to notify the officials of the cancellation of their appointments immediately. Clubs in default of this Rule may be subject to any action decided by the Board.

- 8.13 The standard kick-off times shall be as follows:

Saturday matches - 3.00 pm

Midweek matches - 7.45 pm [unless a Club notifies the Competition Secretary in writing before the commencement of each Playing Season to state that it wishes all its home midweek matches to kick off at pm]. All agreed changes to time of kick-off to be notified to the Board immediately for confirmation.

Clubs with ground sharing agreements must arrange for home matches to be played on Friday, Saturday or Sunday. If a clash of fixtures occurs with the sharing Club and for any reason a match is unable to be played on a Saturday, the match must be played on either the day before ie on Friday, or the day after ie on Sunday. If Clubs are unable to agree on the date then it will be played on the Sunday unless the Board decides otherwise. The decision of the Board shall be final and binding.

Official bank holidays and Sundays - [] unless agreed otherwise by the two Clubs and the Board; application shall be made to the Competition Secretary by both Clubs at least 21 days before the relevant date.

[All Competition midweek fixtures will be scheduled for Tuesday Evenings, pm Kick-Off.]

To re-schedule a midweek fixture for an evening other than [a Tuesday] [a Club's usual midweek night] will require written agreement of both Clubs and the Competition Secretary.

The Competition Secretary reserves the right to amend scheduled fixtures and kick-off times to meet television requirements as necessary. Notification will be provided by the Competition Secretary in writing to both Clubs for fixtures so rescheduled.

- 8.14 All matches shall be played on the home and away principle and the Board shall determine how the fixtures shall be arranged.

Steps 1 to 4 only

Saturday fixtures in the Competition shall take precedence over all other competitions in which a Club may engage with the exception of:

- The FA Challenge Cup/Welsh Cup
- The FA Challenge Trophy Competition

Scheduled Saturday fixtures in the Competition must not be re-arranged without permission of the Competition Secretary. Clubs may be ordered to re-arrange outstanding matches, at the discretion of the Board, and where necessary their prospective opponents instructed accordingly. Clubs with open dates on Saturdays may be instructed to play any outstanding Competition fixture on such date. A minimum of days' notice will be given in respect of any such re-arrangement.

Steps 2 to 4 only

Midweek fixtures in the Competition shall not take precedence over fixtures in the Nominated Cup Competition of the Affiliated Association to which it was first affiliated.

Steps 5/6 only

Saturday fixtures in the Competition shall take precedence over all other competitions in which a Club may engage with the exception of:

- The FA Challenge Cup/Welsh Cup
- The FA Challenge Vase Competition
- The Nominated Cup Competition for which the club is eligible, of the Affiliated Association to which it was first affiliated.

Scheduled Saturday fixtures in the Competition must not be re-arranged without permission of the Competition Secretary. Clubs may be ordered to re-arrange outstanding matches, at the discretion of the Board, and where necessary their prospective opponents instructed accordingly. Clubs with open dates on Saturdays may be instructed to play any outstanding Competition fixture on such date. A minimum of days' notice will be given in respect of any such arrangement.

Midweek fixtures in the Competition shall not take precedence over fixtures in the Nominated Cup Competition of the Affiliated Association to which it was first affiliated.

- 8.15 A Club may not enter its first team in any outside competition, other than those listed in Rule 8.14, without the prior permission of the Board. The Competition Secretary must be informed of all fixtures, postponements and results of all matches played in any other competition.

- 8.16 The Board shall determine the policy of the Competition for the issuing of match day passes.

- 8.17 The Board may change any Competition fixtures during the season to suit the overall interests of the Competition and shall have the power to decide whether a ground is suitable for Competition matches and to order a Club whose ground is deemed unsuitable to play its home matches at an alternative suitable ground.
- 8.18 [] weeks' notice is required from Clubs wishing to re-arrange a Saturday match to Friday evening or Sunday. A request made in less than this period of time will only be considered by the Board in exceptional circumstances and granted at their sole discretion.
- 8.19 All Competition matches shall be arranged as soon as practicable. The copyright in all lists of arrangements of such fixtures shall be vested in the Company.
- 8.20 The home Club shall be responsible for notifying the Competition immediately following the conclusion of each home Competition match the result of that match together with the attendance, the times of all goals scored in the match and the scorer of each goal. In any FA or AFFILIATED ASSOCIATION Competition the home Club if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.
- 8.21 The home Club is responsible for publishing a full match programme acceptable to the Board for each of its Competition matches. A Team Sheet will not be considered sufficient to comply with this Rule.
- The visiting Club must send in writing to the home Club details of the proposed team they plan to field together with their Club history and up-to-date pen pictures of their current Players registered with the Competition for the season [and the latest team photograph] at least five days before the scheduled date of the match between the two Clubs.
- The home Club programme must include the details sent by the visiting Club in the match day programme [and a copy of each match day programme shall be sent by the home Club to the Competition Secretary within 3 days of the match with the relevant match report form unless advised of an alternative arrangement by the Competition Secretary.]
- Clubs will be responsible for all comments in their match day programme in respect of the Competition, the Company or other member Clubs, notwithstanding any disclaimers to the contrary. No part of a Club's programme issued for a match in any competition shall, in the opinion of the Board, bring the Competition or the Company into disrepute.
- All Clubs will be responsible for their official website or similar computer related information system, which is within the public domain. Nothing shall be included on the website which in the opinion of the Board brings the Competition or the Company into disrepute.
- 8.22.1 In all Competition Matches, the number of Clubs Players and officials seated on the team benches, in the designated technical area, must not exceed 11 unless the team bench facility provides more than 11 individual seats.
- 8.22.2 Only one person at a time has the authority to convey tactical instructions to the Players during the match from within the technical area.
- 8.22.3 All team officials and substitutes seated on the bench shall be listed on the official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the official Team Sheet shall be permitted in the technical area.
- 8.22.4 The occupants of the technical area must behave in a responsible manner at all times. Misconduct by occupants of this area will be reported by the Referee to The FA, who shall have the power to impose sanctions as deemed fit.
- 8.22.5 With the exception of the team manager, the team coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the trainer's bench. The team manager or team coach is allowed to move to the edge of the technical area to issue instructions to his team.

8.22.6 [All occupants of the technical area must wear the corporate bench kit supplied to each Member Club. Failure to wear the bench kit will result in a fine. The only exception would be the Team manager who will be allowed to wear suits and overcoats not displaying any sponsorship logos.]

8.23 Match Videos.

[A National Division Home Club in all League and League Cup Matches played under the jurisdiction of The Competition shall film the game in its entirety with an uninterrupted view and provide to the visiting Club, the Match Referee (or Assessor), a DVD recording of the match as soon as reasonably practicable following the end of the Match, but in any event on the day of the Match. The Away Club shall not be permitted to duplicate any footage of such DVD for financial gain without first obtaining the written permission of the providing Club and the Competition.]

8.24 In the event of any Club being required to play an FA Cup or FA Trophy match within 48 hours of a scheduled Competition fixture it shall have the right to apply in writing as soon as practically possible (but in any event no later than 48 hours after becoming aware of the relevant Cup fixture) to have its Competition fixture postponed with or without the consent of its opponent. At the same time as it makes the application a copy shall be sent to its opponent who shall raise any objection within a further 24 hours of notification. Thereafter the Competition shall decide in its absolute discretion as soon as reasonably possible as to whether or not the application is approved.

9. REGISTERED INTERMEDIARIES

9.1 An Intermediary cannot have an involvement in any Club in an official capacity (as defined by the Board) nor may he hold office with the Competition.

9.2 All Clubs must comply with The FA Regulations concerning Intermediaries.

10. FINANCIAL RECORDS

10.1 All Clubs shall keep their accounting records for recording the fact and nature of all receipts and payments so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Club.

10.2 The home Club shall retain all gate receipts. Where a match is declared all ticket the Away [visiting] Club shall be entitled to 10% of the total number of tickets available or a minimum of 600, whichever is the greater, subject to any stipulation by the relevant safety authority affecting these figures.

Clubs must ensure that all gate receipts are fully and properly recorded and accounted for in the accounting records of the club.

Clubs should have a system in operation for home games that enables them to accurately report on the following;

- A record of all tickets sold in advance
- A reconciliation of cash received by category of entrant through each turnstile
- The number of entrants through each turnstile
- A schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile
- A list of complimentary tickets authorised

This documentation should be reconciled to the overall takings and declared attendance for each home game.

NEXT SECTION IS FOR NATIONAL LEAGUE ONLY

- 10.3 Sale of tickets for away supporters - Clubs are required to sell tickets for their away matches if required to do so by the Home Club and Home Clubs are required to supply tickets for their home matches to the Away Club for sale by the Away Club to its supporters if so requested by the Away Club. These tickets are to be made available on a sale or return basis and must be ordered by the Away Club at least five weeks before the Competition match to which they relate. The Home Club must deliver those tickets to the Away Club at the latest four weeks before the Competition match to which they relate. Where any match is arranged at shorter notice the above steps shall be taken as soon as is reasonably practicable. Visiting supporters should also have the same opportunity to take advantage of pre-booking discounts that apply to home supporters.

For League matches only the Away Club shall be entitled to a commission representing five (5) per cent of the aggregate sales (exclusive of VAT) of tickets sold on behalf of the Home Club, unless otherwise agreed between the Clubs. The Away Club shall submit a VAT invoice, in respect of the commission due, to the Home Club within five working days of the match taking place.

The Away Club may charge a booking fee of transaction charge to the customer providing this is exactly the same in every respect as that which it charges for tickets to its own home matches.

Unless otherwise agreed between the Clubs unsold tickets must be returned, and received by the Home Club, no later than 48 hours prior to the date of the match. Payments for tickets sold by an Away Club must be made to the Home Club within five working days of the date of the match taking place. Any Club making late payment shall:-

- Pay interest to the Home Club at the rate of 5 (five) per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis, on the outstanding sum from the due date to the actual date of payment to the Home Club, and
- Forfeit its entitlement to the 5 (five) per cent commission detailed above.

- 10.4 For Competition league matches only, the travelling expenses of match officials shall be pooled, each Club rendering on the match report details of all payments made.

The Company shall, at the conclusion of the season, divide the total cost of officials in each division by the total number of Clubs in that division and where the total payment made by the Club is less than the equal share of the pool, the Club shall pay the difference within 14 days of the date of posting of the written notification to the Club.

Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.

- 10.5 In the event of a transfer of a player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).

The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.

- 10.6 Any Club temporarily transferring a player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The player concerned should remain on the payroll of the Club holding his permanent registration for the period of the loan.

- 10.7 All loans extended to a Club must be documented in full in the accounting records of the Club. Documentation supporting each loan must be retained and should include the following information:-

- The value of the loan.
- The length of the loan.

- The interest rate charged, and whether this is fixed or variable.
- Repayment terms.
- The full names of the individual or corporate body extending the loan.
- The terms in the event of a default on the loan.

The document should be signed by two directors, Officers or Executive Committee Members who are independent of the party extending the loan.

- 10.8 Within nine months of its accounting reference date, each Club shall submit to the Company a copy of its full financial statements as presented to its members/shareholders with confirmation that the accounts have been approved at a duly convened general meeting.

ALL OTHER LEAGUES RESUME HERE

- 10.3 For Competition league matches only, the travelling expenses of match officials shall be pooled, each Club rendering on the match report details of all payments made. The Company shall, at the conclusion of the season, divide the total cost of officials in each division by the total number of Clubs in that division and where the total payment made by the Club is less than the equal share of the pool, the Club shall pay the difference within 14 days of the date of posting of the written notification to the Club. Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.

- 10.4 In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).

The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.

- 10.5 Any Club temporarily transferring a Player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The Player concerned should remain on the payroll of the Club holding his permanent registration for the period of the loan.

- 10.6 All loans extended to a Club must be documented in full in the accounting records of the Club. Documentation supporting each loan must be retained and should include the following information:-

- The value of the loan
- The length of the loan
- The interest rate charged, and whether this is fixed or variable
- Repayment terms
- The full names of the individual or corporate body extending the loan
- The terms in the event of a default on the loan

The document should be signed by two directors, Officers or Executive Committee Members who are independent of the party extending the loan.

- 10.7 Within nine months of its accounting reference date, each Club shall submit to the Company a copy of its full financial statements as presented to its members/shareholders with confirmation that the accounts have been approved at a duly convened general meeting.

11. FOOTBALL CREDITORS

Where a Club defaults in making any payments to any Football Creditor, the Club shall be subject to such penalty as the Board may decide, including, but not limited to, an Embargo; a points deduction; a Bond; a suspension; or any combination thereof.

12. RESULT/REPORT FORMS

Each Club [shall enter information from the match result form by the method instructed by the Competition and] shall submit the fully completed copy of the appropriate match result forms by first class post, [or facsimile,] or email to the Appointing Authority and the Competition [within 3 days of the match]. When a Club considers that the Referee has discharged his duties incompetently and awards a mark of [] or less, a detailed report must be sent to the Appointing Authority within three days of the match by the method instructed by the Appointing Authority. Clubs in default of any provision of the Rule will be subject to a fine for each offence.

13. CHAMPION, RELEGATION

13.1 Three points will be awarded for a win at home or away and one point for a drawn match at home or away.

13.2 At the end of the Playing Season of each competition a table will be compiled showing the playing record of each Club in each division of the Competition. The playing record of each Club must include any points deduction made by the Competition or by the FA and in any situation where points per game are calculated the calculation will be made after taking into account the deduction of any such points.

The position of each Club in the table so compiled shall be determined in order with the Club being awarded the highest number of points being first and the Club being awarded the second highest number of points being placed second and so on. In the event of two or more clubs being awarded the same number of points the highest placed Club shall be decided as follows:

13.2.1 Goal difference – The goals scored against by each Club shall be deducted from the goals scored by that Club and the largest positive and smallest negative difference shall be placed the highest.

13.2.2 In the event of the goal difference being equal the highest placed Club shall be the Club which has scored the most goals;

13.2.3 In the event that two or more Clubs have the same goal difference and have scored the same number of goals then the highest placed Club shall be the Club which has won the most matches.

13.2.4 In the event of the two Clubs still being equal the Club which has the better playing record against the other Club in their head to head Competition matches during the Season will be the highest placed Club.

13.2.5 If the records of two or more Clubs are still equal and it is necessary for any reason to determine the position of each then the Clubs concerned shall play off a deciding match or matches on a neutral ground or grounds with the net gate money after deducting the usual matches expenses being divided equally between the two completing Clubs.

13.3 Promotion, relegation and lateral movement of Clubs shall be in accordance with the principles established by the Leagues Committee of The FA.

13.4 [each League to insert provision for promotion and relegation not covered by the LC]

13.5 If no Clubs are eligible or wish promotion, the number of Clubs to be relegated will be reduced.

13.6 In the event of a Club, not being placed in a relegation position at the end of the season, wishing to resign from the Competition at the end of the season, or having been removed from membership under the Articles the number of Clubs to be relegated shall be reduced accordingly.

- 13.7 In the event of a Club opting to be relegated or being removed from membership under the Articles such Club or Clubs will replace the Club or Clubs otherwise due for relegation in accordance with Regulation 5.4 in the Regulations for the Establishment and Operation of the National League System.
- 13.8 If any Club ceases to operate between the annual general meeting of the Company and the commencement of the following Playing Season, no adjustments to the number of Clubs participating in the Competition will be made. The remaining Clubs will participate in the Competition for that season.
- 13.9 A Club which for any reason ceases to operate at any time during the Playing Season may have its playing record expunged, and any monies due to them from the Company shall be forfeited. From the date of the withdrawal no further payment shall become due to them. From the date of the withdrawal, that Club shall cease to be a member of the Company.

14. INSOLVENCY PROVISIONS

14.A. SPORTING SANCTIONS

- 14.A.1 If an Insolvency Event shall occur in relation to any Club that Club shall be deducted 10 (ten) points.
- 14.A.2 Where a Club takes or suffers an Insolvency Event:-
- 14.A.2.1 during the Playing Season but prior to 5:00 p.m. on the fourth Thursday in March, the points deduction shall apply immediately;
- 14.A.2.2 during the Playing Season but after 5:00 p.m. on the fourth Thursday in March then Rule 14.A.3 shall apply; and
- 14.A.2.3 outside the Playing Season, the points deduction shall apply in respect of the following Playing Season such that the Club starts that Playing Season on minus 10 points (including a Club or Clubs Relegated from the [] League, where such Club shall be subject to Rule 14 of the [] League Rules or where it has been necessary under the National League System Regulations for a Club or Clubs to be moved from one league to another and such Club would have been subject to Rule 14).
- 14.A.3 Where the circumstances set out in Rule 14.A.2.2 apply and at the end of that Playing Season, having regard to the number of Competition points awarded (ignoring any potential deduction):-
- (a) the Club would be relegated in accordance with The [] League Rules, the points deduction will apply in the next following Season; or
- (b) the Club would not be relegated as aforesaid, the points deduction will apply in that Playing Season and [] League Rules will then apply (if appropriate) following the imposition of the points deduction.
- 14.A.4 For the purposes of this Rule 14
- a) where any Insolvency Event is taken or suffered other than on a Business Day (as defined by the Insolvency Rules 1986 as amended from time to time) then for the purposes of determining the timing of any points deduction only the action taken or suffered will be deemed to have been taken or suffered on the immediately preceding Business Day; and
- b) if a Company Voluntary Arrangement is approved, then approval of that Company Voluntary Arrangement shall be deemed to have been given at the date of the first meeting of creditors called to consider that Company Voluntary Arrangement, and not the date of any adjourned meeting of the creditors or the meeting of shareholders.

- 14.A.5 For the avoidance of doubt, where a Club is subject to more than one Insolvency Event (for example Administration followed by a Company Voluntary Arrangement), the Club shall only be deducted one set of 10 points, such deduction to apply with effect from the first Insolvency Event.
- 14.A.6 The Competition shall serve the Club with written notice of the points deduction (the 'Notice').
- 14.A.7 A Club may appeal against such a points deduction. Any such appeal will be conducted in accordance with the Regulations for Football Association Appeals, save that the following paragraphs of those Regulations will not apply – 1.2, 1.4, 1.5, 3.3 and 3.5. In place of those Regulations, the following Rules 14.A.8 to 14.A.12 will apply.
- 14.A.8 The Notice of Appeal shall be lodged with The FA within 7 days of the date of the Notice.
- 14.A.9 A Club may appeal against an automatic deduction of points solely on the ground that the insolvency proceedings arose solely as a result of a Force Majeure event (the 'Appeal'). For the purposes of this Rule 14, a 'Force Majeure' event shall be an event that, having regard to all of the circumstances, is reasonably considered to have been unforeseeable and unavoidable.
- 14.A.10 The Appeal Board shall have the power to:-
- 14.A.10.1 Confirm the deduction of ten points; or
 - 14.A.10.2 Set aside the deduction of ten points and substitute a deduction of such lower number of points as it shall deem appropriate; or
 - 14.A.10.3 Order that there shall be no sanction at all.
- 14.A.11 The decision of the Appeal Board shall be final and binding. Any costs incurred by any party in appeal proceedings brought before the Appeal Board shall be met by the Club in any event and shall be considered as a sum due to the Company.
- 14.A.12 Any sanctions imposed pursuant to these provisions shall not be taken into account in respect of any other sanctions, penalties or fines that may be imposed by the Competition in respect of any breaches of its Rules, Regulations or Articles of Association by the Club.
- 14.B. GENERAL INSOLVENCY
- 14.B.1 In the event of a Club entering an Insolvency Event between the end of the AGM and start of the AGM immediately following thereafter ('the next AGM') then it shall automatically be relegated by one Step at the next AGM, unless one of the following requirements has been met, namely:
- (i) Prior to the next AGM it has Paid in Full all its creditors (including but not limited to Football Creditors); or
 - (ii) Prior to the next AGM it has Paid in Full its Football Creditors and entered a compliant CVA.
- For the purposes of this Rule, a CVA shall be considered compliant if it provides for the following:
- That all Creditors will be paid in Full;
 - The first payment under the terms of the CVA shall be made within 28 days of the approval of the CVA and shall constitute a minimum of 10% of the total sum payable;
 - The balance shall be paid in equal amounts over the remaining period of the CVA;

- The period of the CVA shall not extend beyond three years from the date of approval.

Notwithstanding the above, in the event of a Club being subject to an Insolvency Event at the date of the AGM, then the Club may be subject to such sanction as the Board may determine, (including expulsion from membership of the Competition) unless the Board is satisfied that by no later than 5pm on 31 July (or, if the 31 July falls on a weekend, 5pm on the immediately preceding Business Day) that the Club (or any new entity to which its membership is subsequently transferred under 2.9.2 above) is in a financial position to complete all of its fixtures for the immediate following Playing Season.

This sanction shall apply in addition to any Club being relegated pursuant to its playing record in the same period namely that in the event of the Club having already been relegated by one Step it shall be relegated two Steps.

This provision is subject to Rule 2.9.1 in respect of Clubs which have transferred their membership pursuant to an Insolvency Event and in that case where there is any conflict between any provision of Clause 14 and Rule 2.9.1 then this Clause 14 shall prevail.

14.B.2 A Club shall not be eligible for promotion or to compete in the Play Offs at the end of a Playing Season if at 5pm on the date on which the last scheduled League fixture is due to be played that Club:

- (i) has entered an Insolvency Event between the date of the AGM and 5pm on the date on which the last scheduled League fixture is played and has not Paid in Full all its creditors to which the Insolvency Event applies (including but not limited to Football Creditors) or Paid in Full all its Football Creditors and entered a CVA to have Paid in Full all other creditors over an agreed period not extending more than three years following the date of approval of the CVA: or
- (ii) has not complied with the terms of a CVA by which it is bound or is to seek to extend the period of the CVA.

14.B.3 The sanctions contained herein shall be in addition to and not in substitution for any other sanctions contained within the Rules and, in particular, the sanctions set out in rule 14.A. For the avoidance of doubt, where a Club is subject to more than one connected Insolvency Event, for example Administration followed by a Company Voluntary Arrangement, any sanction applied to it in accordance with Rule 14.B.1 shall be applied in one Playing Season only except as provided for in Rule 14.B.1

COMPLIANCE WITH/EXTENSION OF CVA'S

14.B.4 Any Club must inform the Competition in writing (and provide supporting evidence) within seven (7) days of the Club:

- (i) making a payment under the terms of a CVA and provide evidence of that payment;
- (ii) becoming aware of any failure to comply with the terms of any CVA entered into by it (including the failure to make a payment by the due date);
- (iii) making an application to extend or vary the terms of the CVA entered into by it and provide a copy of the application,
- (iv) completing all its obligations under an Insolvency Event and receiving confirmation of such from the relevant Insolvency Practitioner, or

- (v) becoming aware of any consent by creditors to compromise the whole or part of the debt admitted into the CVA.
- 14.B.5 Following the approval of a CVA, if creditors subsequently consent to compromise the whole or part of the debt admitted to the CVA or if any Club makes a successful application to vary the terms of its CVA so that the CVA is not compliant as provided for in Rule 14.B.1 then that Club shall be automatically relegated by one Step at the end of the Playing Season in which the event takes place. If the Club has already been relegated due to its position in the final table of the Division in which it is competing then it shall be relegated two Steps.
- 14.B.6 In the event of any Club
- (i) Failing to comply with the terms of any CVA entered into it (whether securing Payment in Full of all of its creditors or not) including the failure to make a payment by the due date; and/or
- (ii) Breaching any of the provisions of Rule 14.B.4 or failing to notify the Competition of any consent by creditors to compromise the whole or part of the debt admitted thereby rendering the CVA as non-compliant as required in Rule 14.B.1.
- Then the Board shall have the power to impose such sanction as it deems appropriate, including, but without limitation to expulsion of that Club, the relegation of that Club, the deduction of points and an Embargo.
- 14.B.7 Where a Club has transferred its membership under Rule 2.9.2 the provisions of Rule 14.B in relation to a CVA shall be applied to the former entity that was subject to the Insolvency Event and/or the new entity.
- 14.B.8 NATIONAL LEAGUE ONLY (14.B.4)
Clubs Relegated from the Football League
- 14.B.8 In the event of any Club entering the Competition from the Football League whilst subject to any Insolvency Event, then that Club shall be eligible for membership of the Competition and the provisions of Clause 14.B.1 will not apply to it at the AGM at which it is first elected into membership but will apply in all seasons after its first season of membership of the Competition.
- 14.B.9 In the case of a Club or Clubs relegated from a league in the National League System (excluding Step 7) or subject to lateral movement under the National League System Regulations, Rule 14.B.1 shall apply from the date of the AGM of the League of which the Club or Clubs were a member in the immediately preceding Playing Season where the AGM of the Company is later.

15. MATCH OFFICIALS

- 15.1 Match Officials for all Competition matches shall be appointed by the Appointing Authority.
- 15.2 No Club shall postpone a Competition match on account of the apparent state of the ground. In the event that such circumstances prevail, Clubs should comply with procedures provided for in the document published by The FA "Recommended procedure for the guidance of Clubs and Referees in determining the suitability of grounds in adverse weather conditions". Should the ground be declared unfit it is the responsibility of the home Club to immediately advise the Competition, the Appointing Authority, the visiting Club and the Match Officials.
- 15.3 In the event of any of the Match Officials appointed for a match not being in attendance at the match or becoming unable to complete the match it shall be completed under the control of the remaining Match Officials unless the competing Clubs are able to agree upon a substitute who is acceptable to the Match Referee; should the appointed Match Referee

fail to appear then the senior Assistant Referee must take charge. Any substitute agreed for a match shall be considered a Match Official for the purposes of that match.

In the event that a Club causes a match to be abandoned in relation to the operation of this Rule then that Club shall be charged with failing to fulfil a fixture (Rule 8.6 refers).

- 15.4 Match Officials should be present at the appointment at least [] minutes prior to the scheduled time of kick-off. The appointed Referee may be required to visit the ground earlier if requested to do so by the home Club.
- 15.5 In cases where it is found necessary to stop play owing to the weather or other cause, the Referee must wait a reasonable length of time before deciding on abandonment.
- 15.6 Referees must report on the relevant form all cases where teams commence a match late or without eleven Players on the field of play. Referees must also report their own or any assistant referees' late arrival in any matches, and notify those concerned at the time of their intention. Assistant referees must also send an explanation of their late arrival to the Appointing Authority in writing by the method instructed by the Appointing Authority within 3 days of the match.
- 15.7 The home Club will be responsible for paying the Match Officials the fees and match expenses set by the Appointing Authority on the day of the match in their dressing room, within a reasonable time after the conclusion of the match (including matches abandoned for any reason). In the case of a postponed match, whether or not gate money is taken, any Match Official who has travelled to the match will be entitled to claim travelling expenses and half their match fee from the home Club. Where provided by the home Club, each Match Official must complete and submit a claim form for expenses.
- 15.8 The home Club shall be responsible for providing Assistant Referees with distinctive flags of a suitable size in an acceptable condition.
- 15.9 Three match balls proposed to be used in the match and, if applicable, supplied by the Company under a ball sponsorship agreement must be submitted to and approved by the Referee before the commencement of the match in his/her dressing room.
- It is the responsibility of the Club playing at home in each match played under the jurisdiction of the Competition to provide match balls in accordance with any match ball agreement signed by the Company.
- 15.10 [The home Club shall supply to the visiting Club a minimum of three practice balls for use prior to the start of the match. The balls provided must be in good condition and, if applicable, as supplied by the Competition under a ball sponsorship agreement.]
- 15.11 Referees must report all breaches of Rule to the Competition Secretary in writing within three days of the match on the appropriate form by first class post or electronically.

16. WITHDRAWAL OF CLUBS

A Club must notify the Company not later than 31st March each year of its intention to withdraw from the Competition at the end of that Playing Season. Failure to do so will make a Club liable to a fine.

This Rule shall not operate so as to preclude promotion, relegation or lateral movement of any Club to another competition in accordance with Rule 13.

17. PROTESTS, APPEALS

- 17.1 All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Board, or a sub-committee duly appointed by the Board. The Clubs or Players protesting, appealing, claiming or complaining must send two copies of such protest, appeal, claim or complaint and deposit a fee which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and

- the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Board.
- 17.2 All such protests claims complaints and appeals must be received in writing by the Competition Secretary within fourteen days of the event or decision causing any of these to be submitted.
- 17.3 The Board shall also have power to compel any party to the protest to pay such expenses as the Board shall direct.
- 17.4 Any appeal against a decision of the Board must be lodged with The FA within fourteen days of the posting of the written notification of the decision causing the appeal, accompanied by a fee which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Competition Secretary.
- All appeals to The FA must be lodged in accordance with the appeals procedure detailed in the Appendix to these Rules or that in force at any one time.
- 17.5 A Club, on giving fourteen days' notice to a Player to terminate his Player's contract, must state in the notice his right of appeal to the Board and also the address of the Competition Secretary to whom he must appeal. The notice must advise the Player of the necessity of forwarding two copies of his appeal with the deposit fee specified in the Fees Tariff, to the Competition Secretary within seven days of the receipt of the notice from the Club. A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.
- 17.6 A Player on giving fourteen days' notice to his Club to terminate his Player's contract must also notify the Company and The FA of the reasons for the termination of the agreement. A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.
- 17.7 If the recipient of a notice referred to in Rules 17.5 and 17.6 above wishes to do so, he may appeal against the relevant notice within seven days of the date of sending of the notice in writing in duplicate to the Competition Secretary with an appeal fee.
- 17.8 The Club or the Player as the case may be shall have further right of appeal as set out in Rule 17.4 above.
- 17.9. An appeal by a contract Player against a fine or suspension imposed by his Club under Football Association Rule C1m must be made within seven days to the Competition Secretary.
- 17.10 If so requested the Board may arbitrate on any disputes, protests, appeals, claims or complaints between two member Clubs in which event both Clubs shall send a non-returnable fee. Such arbitration shall be final and binding upon the parties to the arbitration.

18. MISCONDUCT OF CLUBS, OFFICERS, PLAYERS

- (a) Undertakings to be given by Club Employees

All Clubs must incorporate in any contracts of employment with their employees, including Player, an undertaking on the part of the employee not to bring The Competition or any Club into disrepute and an undertaking on the part of the employee not knowingly to do anything or omit to do anything which will cause the Club to be in breach of the Laws of the Game, the Rules of The Football Association or the Rules of The National League.

Without prejudice to the generality of this rule, all Clubs must ensure they, and where appropriate any Officers of the Club, comply with the obligations of The Football Association's Owners' and Directors' Test.

Admission charges, excluding home Club concessions as appropriate, must be the same for home and visiting supporters at Competition matches.

Clubs may, with the written permission of the Board, have a maximum of three Competition Match days each Playing Season during which they can vary admission charges for adults including allowing free admission.

[The minimum charge shall apply pro-rata to any Season Ticket albeit with a discount of up to 15%. A Club may provide its Sponsors with complimentary tickets at any time but the value of the said complimentary tickets shall not exceed 10% of the value of the relevant sponsorship per season,]

22. LONG SERVICE

22.1 The Board shall be empowered to grant a long service award for 21 years' service with a member Club, providing such an award has not already been made by any other competition.

22.2 [Clubs may enter into agreement with Players after five years continuous service providing for a testimonial. Players shall be qualified for a second testimonial after a further five years continuous service. If a Player is eligible for and entitled to a testimonial, his Club may grant him a monetary consideration, sanctioned by the Board of Directors, in lieu of such testimonial.]

23. CENTENARY AWARDS

A Club celebrating its centenary whilst in membership of the Competition shall be presented with a commemorative award by the Board.

24. PLAYING SURFACES

24.1 The Pitch

With effect from the commencement of Season 2016/17 Competition Matches may be played on:

- (a) Grass Pitch; or
- (b) Football Turf Pitch in Steps 1 to 6

24.2 Ground Maintenance

The Club is to be responsible for the maintenance of the Pitch and for the general maintenance of the ground. The Club must ensure that adequate arrangements are in place to maintain its Pitch in good order, as required under these Rules.

24.3 Pitch Standards

All Pitches must be flat and free from surface depressions and excessive undulations. The maximum slopes allowable shall not exceed an even gradient of vertical to horizontal 1:41 in any direction.

The Competition may require a Club to take such steps as the Board shall specify if not satisfied that an adequate standard of the Pitch is being maintained, including but not limited to the Board commissioning an independent report (including a Pitch Test) on the state of the Pitch, the cost of such independent report to be borne by the Club concerned.

24.4 Where a Club proposes to install a Football Turf Pitch (or replace an existing Football Turf Pitch) the following shall apply:

For matches played under the auspices of The National League at Step 1 and 2 of the National League System:-

- (a) the Club shall disclose to the Competition, as soon as reasonably practicable but in any event not later than 7 days following the Club's final match of the Playing Season preceding the scheduled commencement of installation, full details of

- the proposed contractor installing the Football Turf Pitch and the timescales for installation. The proposed Football Turf Pitch must have a design and specification that is capable of attaining the FIFA Recommended Two Star Certificate following installation;
- (b) no installation works shall commence until such time as the Competition has approved the proposed installation and the timetable thereof. Installation may only take place outside the Playing Season;
 - (c) installation must be scheduled to be completed in sufficient time to enable the completion of a Pitch Test and for confirmation of the results thereof to be supplied to the Competition no later than 14 days prior to the commencement of the following Playing Season;
 - (d) the Club shall procure that:
 - (i) a Pitch Test is carried out on the newly installed Football Turf Pitch; and
 - (ii) the FIFA accredited field test institute provides the Competition with a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
 - (e) the Club shall provide a copy of the FIFA Recommended Two Star Certificate within 7 days of receipt to the Competition.
For matches played at Step 3 and below of the National League System:-
 - (f) the Club shall disclose to the Competition, as soon as reasonably practicable full details of the proposed contractor installing the Football Turf Pitch and the timescales for installation. The proposed Football Turf Pitch must have a design and specification that is capable of attaining the FIFA Recommended One Star Certificate / IATS (International Artificial Turf Standard) or Two Star Certificate following installation;
 - (g) no installation works shall commence until such time as the Competition has approved the proposed installation and the timetable thereof;
 - (h) the Club shall procure that:
 - (i) a Pitch Test is carried out on the newly installed Football Turf Pitch; and
 - (ii) the FIFA accredited field test institute provides the Competition with a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
 - (i) the Club shall provide a copy of the FIFA Recommended One Star / IATS or Two Star Certificate within 7 days of receipt to the Competition in which it is in membership.
- 24.5 As from season 2016/2017 only Clubs with FIFA Recommended Two Star certified Football Turf Pitches will be eligible to take part in matches under the auspices of the National League at Step 1 and 2 of the National League System SAVE THAT a Club which has a ground with the recommended FIFA One Star / IATS Certificate installed by 31 July 2016 can be promoted to Step Two of the National League System providing that it undertakes that upon renewal of the Pitch the Club will install a Pitch with a FIFA Recommended Two Star Certificate or be relegated to the appropriate Step.
- 24.6 Without prejudice to the obligations set out in Paragraph 24.3 above, Clubs that have a Football Turf Pitch shall:-
- (a) take such steps and/or refrain from such actions as are necessary to ensure that the Football Turf Pitch continues to meet the requirements for a FIFA Recommended One / IATS or Two Star Certificate (as applicable) at all times during each Playing Season including, without limitation, complying with all requirements of the FIFA Quality Standard;

- (b) where required to undertake Pitch Tests:
 - (i) procure that the FIFA accredited field test institute undertaking any Pitch Test provides to The Competition a copy of their official reports to FIFA immediately following completion of the Pitch Test;
 - (ii) provide a copy of the FIFA Recommended One / IATS or Two Star Certificate by 31st May prior to the commencement of each Playing Season (as applicable); and
 - (c) co-operate with all reasonable requests made by the Competition, the Association or FIFA for the performance of the Football Turf Pitch to be measured.
- 24.7 Where the Board is aware, by whatever reason, a Football Turf Pitch fails to meet the requirements of the FIFA Recommended One / IATS or Two Star Certificate, including following any Pitch Test, the Club shall forthwith, at its cost, take such steps as the Board shall specify to ensure the Football Turf Pitch is restored to the requirements of the FIFA Recommended One / IATS or Two Star Certificate (as applicable).
- 24.8 The Competition shall have the right to order the postponement of a match where the Football Turf Pitch fails to meet the requirements of the FIFA Recommended One / IATS or Two Star Certificate (as applicable).
- 24.9 Where a Club has a Football Turf Pitch, any visiting Club is allowed to train, at no cost to that Club, on the Football Turf Pitch on the day before the relevant match or at a mutually agreed time. The length of this training session may not exceed one hour, unless agreed otherwise with the home Club. The visiting Club must notify the home Club of its intention to exercise this right no later than 2 weeks prior to the scheduled match (or within 48 hours of the arrangement of the fixture, if later).
- 24.10 A breach of any of the requirements of Rule 24 which results in the postponement or abandonment of a match shall be dealt with in accordance with Rule 8.6.
- 24.11 Pitch Protection
- [In order to protect any Pitch, unless otherwise mutually agreed between both participating Clubs, the following procedures shall be adopted by Players and Officials in the periods immediately before and after a Match and at half time:
- (a) the Pitch shall only be used for warming up or warming down by Players named on the Team Sheet;
 - (b) pre-match warming up by either team shall not commence until 45 minutes before the kick-off time at the earliest, shall not last for more than 30 minutes, and shall end no later than 10 minutes before the kick-off time;
 - (c) if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
 - (d) the goalmouth area shall be used by goalkeepers only if portable goals are not provided or for crossing practice and then only for not more than 20 minutes;
 - (e) for the purposes of warming up and warming down each team shall use only part of the Pitch between the edge of a penalty area and the half way line or as otherwise directed by the groundsman;
 - (f) all speed and stamina work shall be undertaken off the Pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space, in that part of the Pitch described in paragraph (e) above or as otherwise directed by the groundsman;
 - (g) Players using the Pitch at half time as aforesaid shall give due consideration to any other activity or entertainment taking place on the Pitch at the same time;

- (h) the Home Club may water the Pitch at half time provided it gives reasonable notice to the referee and the other Club that it intends to do so and that any such watering is carried out evenly over the entire length and width of the Pitch; and
- (i) any warming down after the conclusion of the Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used].

24.12 Promotion and Relegation to and from The National League

As a pre-condition of entry into The National League (Step 1) any Club proposing to enter with a Football Turf Pitch must by no later than 31st May in its proposed year of entry provide the Competition with an irrevocable undertaking that in the event of it gaining promotion to The Football League at any time that it will comply in full with the applicable criteria, policies and regulations of The Football League in relation to the playing surface and together with such undertaking will provide credible and acceptable evidence as to how it would do so. In the event of the undertaking being breached at the relevant time and as a result the Club not being eligible to be admitted as a member of The Football League then the Club shall not retain its place in The National League and instead shall automatically be relegated to National League North or South and may have levied upon it a fine as determined by the Board in its sole discretion. Such Club shall not be accepted into membership of The National League (Step 1) until such time as it installs a Grass Pitch so that it complies in full with the playing surface regulation of The Football League. This provision shall cease to apply in the event of The Football League accepting clubs with a Football Turf Pitch.

25. INSURANCE

25.1 PLAYERS

All Clubs shall be members of a Players personal accident insurance scheme. The policy cover shall be at least equal to the minimum recommended cover determined from time to time by The Football Association.

[Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen days prior to the start of the Playing Season.]

25.2 PUBLIC LIABILITY

All Clubs must have Public Liability cover of at least ten million pounds (£10,000,000).

Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen days prior to the start of the Playing Season.

26. MEDICAL PERSONNEL

[The home Club must have a qualified medical practitioner in attendance throughout the match. The HOME doctor to visit both the home and away teams' dressing rooms before leaving the ground. The name of the doctor present at the match must be entered on the Team Sheet. Failure by any Club to meet this requirement may result in a fine being imposed at the discretion of the Board.

Each team should either have a Therapist who is Chartered, or be a registered member of the Health Professions Council, or be a Certified Therapist who has passed The Football Association's Diploma Course, or an equivalent qualification, in the Treatment and Management of Injuries Course, in attendance throughout matches, to attend to injured Players on the field of play and in the dressing room(s). Away Clubs should be accompanied by a Therapist as stated above, for the same purpose.

[All Clubs shall have a therapist present throughout each Competition Match who has passed as a minimum The FA Intermediate Treatment of Injury" course (or its equivalent) and who holds a valid first aid certificate.]

Clubs shall ensure their medical practitioner or physiotherapist or equivalent keeps detailed up-to-date medical records for all Contract Players in the form and in accordance with the requirements and guidelines published by the Football Association from time to time.

When a Player's registration is about to be transferred the Transferor Club must make such records available to the medical practitioner or physiotherapist of the Transferee Club. This procedure shall also apply to all Players whose registrations are temporarily transferred under the provisions for Long, Short and Youth Loans.

NEXT SECTION IS FOR NATIONAL LEAGUE ONLY

26. MEDICAL PERSONNEL

(a) National League National - The home Club must have a qualified medical practitioner in attendance throughout the match. The HOME doctor to visit both the home and away teams' dressing rooms before leaving the ground. The name of the doctor present at the match must be entered on the team sheet. Failure by any Club to meet this requirement may result in a fine being imposed at the discretion of the Board.

(b) All Clubs - Each team should either have a Therapist who is Chartered, or be a registered member of the Health Professions Council, or be a Certified Therapist who has passed The Football Association's Diploma Course, or an equivalent qualification, in the Treatment and Management of Injuries Course, in attendance throughout matches, to attend to injured players on the field of play and in the dressing room(s).

Away Clubs should be accompanied by a Therapist as stated above, for the same purpose.

(c) Medical Records for Contract Players.

Clubs shall ensure their medical practitioner or physiotherapist or equivalent keeps detailed up-to-date medical records for all Contract Players in the form and in accordance with the requirements and guidelines published by the Football Association from time to time.

When a Player's registration is about to be transferred the Transferor Club must make such records available to the medical practitioner or physiotherapist of the Transferee Club. This procedure shall also apply to all Players whose registrations are temporarily transferred under the provisions for Long, Short and Youth Loans.

(d) Crowd Doctors.

Where necessary, any Doctors employed as Crowd Doctors must have successfully undertaken:-

- the 2 day FA Course in Immediate Medical Care or pre-Hospital Care;
- the Diploma in Immediate Medical Care: or
- an equivalent.

ALL OTHER LEAGUES RESUME HERE

27. PLAYER TRANSFERS BETWEEN CLUBS

When Players are transferred (Contract, Non-Contract, Scholars or loan on temporary transfer) between member Clubs (or between member Clubs and clubs) it is the responsibility of each Club to ensure that the Competition receives copies of all relevant documents pertaining to the transfer including full details of any payment schedules agreed in writing or otherwise between the two Clubs. Should a Club fail to meet the payment schedules lodged with the Competition on receipt of notification an embargo on further Players registrations will be placed upon the defaulting Club together with a 1% levy per day on the outstanding payments as detailed in the []

28. **PROVISION FOR MEMBERSHIP FORM TO BE SIGNED BY EACH CLUB EACH PLAYING SEASON**
29. **PROVISION FOR FULL & ASSOCIATE MEMBERS**
30. **PROMOTION AGREEMENTS**
31. **GENERAL MEETINGS**
32. **MANAGEMENT COMMITTEE**
33. **COMPETITION OFFICERS**
34. Each Club shall at all times comply with all reasonable requests by the Competition to ensure due compliance by the Competition with its commercial agreements and shall not enter into any new agreements with any direct competitor to the Competition's title sponsor [or any third party with whom the Competition has entered into a commercial agreement.]
35. Each Club shall be obliged to utilise any match boards provided by the Competition's sponsor and further shall be obliged to procure that any bench kit provided by a sponsor shall be worn during competitive and first team matches. In the event of any Club having an existing agreement with a competitor to the Competition's sponsor in respect of match boards and bench kit, they should be entitled to honour that agreement but shall not renew the same.
36. Each Club shall permit photography, filming and audio and web broadcasting at their home ground to enable the Competition to comply with the terms of any Commercial Contract (as defined in the Articles), which may be entered into by the Company and will provide all necessary facilities as may reasonably be requested by the Competition or any broadcaster as may be nominated by the Competition.[Appendix.....]
37. [Any distribution of any income received by the Company from any source whatsoever shall be entirely at the discretion of the Board.]
- [The amount of central funding available for distribution will be agreed by the Board from time to time and will be distributed to Clubs, subject to the Board's discretionary rights above, in the ratio of 70% of the total agreed fund to Clubs in the Premier Division and 30% to Clubs in the North and South Divisions. The Board's discretion not to distribute central funding to a Club or Clubs will extend to, but may not be limited to, Clubs subject to a winding-up petition and/or an Insolvency Event. Payment of central funding withheld under this rule will not be distributed retrospectively.]
38. The Company shall be entitled either directly or through its duly appointed agents to inspect the books, accounts and financial records of any Club and that Club shall make available to the Company all information as may be required from time to time in that respect.

NEXT SECTION IS FOR NATIONAL LEAGUE ONLY

38. CLUB FINANCE RECORDS

- (a) The Company shall be entitled either directly or through its duly appointed agents to inspect any Member Club books, accounts and financial records and the Club shall make available to the Company all information as may be required from time to time in that respect.
- (b) Current HMRC debt.
- With effect from 1 July 2011 any Club which has not, within twenty-eight (28) days of the relevant due date, paid to HMRC the amounts due to be paid to HMRC to discharge:-

- the Club's full liability for VAT, and PAYE & NIC due in respect of any and all employees or former employees of the Club for the immediately preceding payment period;
 - the Club's full liability for VAT, PAYE & NIC which becomes due as a result of an assessment issued by HMRC, with the exception of amounts formally disputed until such time determination is made on HMRC's claim, and/or
 - defaults on the terms of any 'time to pay' agreement,
- shall report the default event to the Competition prior to the month end following the month in which the debt falls due.

39. CENTRAL FUNDING

- 39.1 The Competition has the right not to make any Payments from central funding to Clubs who are subject to an Insolvency Event.
- 39.2 Clubs shall irrevocably waive their right to receive monies and also waive their right to receive such monies when at any time funds are due from them to Football Creditors within or without The Competition and further irrevocably authorise and appoint the Competition as their attorney to pay any monies which would otherwise be due to their Football Creditors to such Football Creditors on their behalf if deemed appropriate by the Board.
- 39.3 Members of the Competition hereby irrevocably authorise the Board that in the event of each or any of them taking steps which would comprise an Insolvency Event to withhold any payment that might otherwise be due and permanently waive their right to receive the same subject only to the Board's discretionary right to pay such monies to their Football Creditors as referred to in 39.2 above or 39.4 below.
- 39.4 Whether there is any withholding pursuant to Rule 39.1 or not the member further irrevocably appoints the Company as its attorney to pay and discharge out of any monies that would otherwise be due to it pursuant to its membership of the Company and/or the Competition any sums that may be due to other members of the Company or any other Football Creditor as defined within the Rules of the Competition.
- 39.5 In the event of any such payments being made as set out in Rule 39.2 and 39.4 the Board shall be obliged to advise the relevant members in writing of the payments it has made on its behalf within 28 days of such payments.

NEXT SECTION IS FOR STEPS 1-4

40. FINANCIAL REPORTING INITIATIVE

A club shall comply with the provisions of Appendix [], 'Financial Reporting Initiative' as shall be enforced from time to time as determined by the Board and approved by The Football Association.

The following appendices are incorporated within the membership rules and should be read in conjunction with the aforementioned rules. The rules and appendices were approved and passed by the clubs at the Annual General Meeting (insert date 20.....).

An Embargo may be imposed pursuant to any of the relevant preceding or subsequent Rules and Regulations or Appendices but in any event shall be imposed:-

- (a) where a Club has undergone an Insolvency Event
- (b) where a Club has been served with a winding-up petition which has not been satisfied in full or to the satisfaction of the petitioning creditors as evidenced by written agreement or
- (c) where a Club has either defaulted on such an agreement or has omitted or incorrectly reported its failure to adhere to the terms of any agreement.

Any Embargo is without prejudice to any other penalties that the Competition may wish or be entitled to impose pursuant to any other Rule or Regulation or Appendix in relation to any matter giving rise to the right to impose an Embargo including but not limited to any default, or any agreement reached with creditors or failure to report the default or incorrectly reporting the Club's adherence to any agreement with creditors.

ALL OTHER LEAGUES RESUME HERE**FEES TARIFF**

Rule	Subject Matter	Amount (£)
2.3	Grading	
3.1	Application for membership	
3.1	Grading	
3.2	Membership	
3.2	Annual Subscription	
6.1.1	Registration Forms	
6.1.1	Additional forms	
14.A.7	Sporting sanctions appeal	
17.1	Appeal to Board	
17.4	Appeal to The FA	
17.5	Appeal by Player	
17.6	Appeal by Club	
17.10	Arbitration	

FINES TARIFF

Rule	Offence	Up to a Maximum Fine of (£)
2.1	Failure to return Form D questionnaire	
2.1	Failure to complete Form D	
2.1	Failure to provide affiliation number	
2.6	Failure to notify change in Memorandum and Articles within 14 days	
2.13	Failure to publish legal name and ownership	
2.14	Failure to notify occurrence of an Insolvency Event	
2.20	Failing to attend any General Meeting	
3.2	Failure to pay Annual Subscription 7 days before AGM	
4.5	Failure to pay amount due within 28 days	
4.8	Failing to attend to business	
10.7	Failure to submit accounts within nine months of accounting reference date	
6.4.2	Failure to register 11 players prior to start of the season	
6.8	(i) Failure to use a board for substitutions in a match (ii) Named substitute not registered but not taking part	
6.9	Playing ineligible Player	
7.1	Failure to provide details of colours by due date	
7.1	Failure to wear registered colours at home	
7.1	Failure to number all shirts	

Rule	Offence	Up to a Maximum Fine of (£)
7.1	Failure to have numbers on striped etc shirts on contrasting patch	
7.2	Failure to change relevant item in event of clash	
7.3	Goalkeeper not wearing kit different to ALL OTHER Players	
7.5	Failure of Player to wear number in accordance with Team Sheet	
7.5	Captain not wearing armband	
8.3	Causing Abandonment	
8.4	Failure to notify postponement or abandonment	
8.6	Failure to fulfil fixture	
8.6	Failure to agree new date of postponed match in time set	
8.7	Failure to carry out inspection procedure in accordance with 15.2	
8.8	Failure to have fax, mobile phone or email operational at all times	
8.9	Failure to start with Eleven Players	
8.9	Failure to play full strength team	
8.11.1	Late Team Sheet	
8.11.1	Incomplete Team Sheet	
8.11.2	Altering Team Sheet after exchange (except for Player injured in warm up)	
8.12.1	Failure to notify details of match to visiting Club and Match Officials	
8.12.2	Failure to notify cancellation or rearrangement to Match Officials	
8.13	Late kick off	
8.14	Failure to play County Cup match midweek	
8.15	(i) Playing in competition without permission (ii) FAILURE TO NOTIFY RESULT TO THE COMPETITION SECRETARY	
8.20	Failure to provide details of match immediately following end of match	
8.21	Failure to provide acceptable match programme	
8.21	Failure to provide programme information to hosts when playing away	
8.22	Benches	
10.7	Failure to submit accounts within nine months of accounting reference date	
12	Failure to send result form within 3 days	
15.7	Failure to pay Match Officials on day of match in dressing room	

Rule	Offence	Up to a Maximum Fine of (£)
15.8	Failure to provide flags	
15.9	Failure to play with Match balls required by The Competition	
15.10	Failure to provide practice balls to visitors	
16	Failure to give notice of resignation by due date	
19	Failure to return trophy by due date	
19	Failure to return trophy engraved	
19	Failure to return trophy in good condition	
25.1	Failure to insure Players	
25.2	Failure to implement public liability insurance to required level	
26	Failure to have medical personnel as stated	

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YOUTH RULES FOR THE GUIDANCE OF COUNTY ASSOCIATIONS

The following Youth Rules are for the guidance of County Associations:-

1. The Association shall be called "The County Youth Football Association."
2. The Officers of the Youth Association shall consist of a President, Vice-Presidents, Chairman, Hon. Secretary and Treasurer, and Hon. Referees' Secretary.
3. The Youth Association for the purposes of general management shall be governed by a Council consisting of two Members from each Division elected annually in accordance with these Rules, four Members nominated by the County Football Association, the President, Chairman, Hon. Referees' Secretary and the Hon. Secretary and Treasurer of the County Football Association.
4. All Clubs having their headquarters within the area of the County Association, the whole of whose players are under 18 years of age on 31st August, of the then current season, shall be eligible for Membership, subject to the approval of the Council.
5. All Clubs upon application for affiliation to the Youth Association, and at any time thereafter when so required, shall satisfy the Council that they are properly constituted and also play Football according to the Rules and Regulations of The Football Association.
6. Each affiliated League, Competition and Club shall pay an annual fee.
7. Each affiliated Club shall forward on or before the 1st September in each year, to the Hon. Secretary, a return in accordance with Form "A" in the Schedule which is annexed to and forms part of these Rules.
8. For the purposes of management, the Youth Association shall be divided into Divisions, geographically as defined by the Council, the Division to which a Club belongs being determined by the situation of its ground or, in the event of a Club having no ground, by the situation of its headquarters.
9. The Annual General Meeting shall be held not later than the in each year.
 A printed balance sheet of the accounts, certified by the Auditor, shall be sent out with the notices convening the meeting 14 days prior to the date of same. Each affiliated League, Competition and Club shall be entitled to send two duly appointed Representatives. All Representatives appointed under this Rule must be Members of the Club they represent.
 An individual Member shall only represent one affiliated Club. The County Officers shall be entitled to vote at any Ordinary and/or Special General Meeting. Councillors may attend any General Meeting but may not vote in that capacity.
10. [Each County Association will frame its own Rule, as circumstances may require, to provide the method by which the Council shall be elected.]
11. The duties of the affiliated Leagues or Competitions may be generally defined as follows:-
 To investigate and (if so instructed by the Council) to deal with reports of misconduct, protests, complaints, or other matters referred to them by the Council, or by the Secretary in cases when delay would appear detrimental. The League or Competition shall, with as little delay as possible, report the results of their investigations and determinations to the Secretary. The Council shall have power to amend or revoke any decision of a League or Competition when they deem it advisable.
12. Any Appeal against a decision of a League or Competition must be sent to the Secretary, accompanied by a deposit of £0.50 which may be forfeited to the funds of the County Association if the Appeal is successful. Members of a League or Competition whose decision is appealed against shall not sit on, or be present at, the Council Meeting during the determination of such Appeal. All Appeals under this Rule must be lodged with the Secretary within seven days of the decision being given, which it is desired to appeal against.

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13. If an insufficient number of candidates is nominated, the Hon. Secretary shall report the circumstances to the retiring Council, who shall elect Members to fill the vacancies.
 14. Five Members of the Council shall form a quorum for the transaction of business. The Council shall have the power to fill any vacancy that may occur among the elected Members in their body during the year. The Council shall have power to appoint such Committees as they may consider necessary and provide such secretarial assistance as they think fit.

[The Rules of the County Association shall apply to all matters not provided for in these Rules.]

MEDICAL REGULATIONS

1.1 CROWD DOCTOR

With effect from 1998/1999 all Doctors employed as “Crowd Doctors” must have successfully undertaken the two one-day Football Association courses in Immediate Medical Care or Pre-Hospital Care, or equivalent. From 1998/1999 onwards, all new appointees are expected to possess the Diploma in Immediate Medical Care or its equivalent.

2 MEDICAL REGULATIONS - PREMIER LEAGUE

2.1 Appointment of medical personnel:

Each club shall appoint at least one part-time Team Doctor and one part-time Crowd Doctor and employ at least one full time physiotherapist as the Senior Physiotherapist. In exceptional circumstances and with prior permission from Head of FA Medical services the club may employ a graduate Sports Therapist with an accredited degree and who is a member of a recognised professional body and with appropriate indemnity insurance.

2.2 Qualifications of Medical Personnel

The team Doctor and the Crowd Doctor appointed by a Club shall each be qualified medical Practitioners registered and licensed to practice by the GMC.

A Crowd Doctor appointed by a Club shall be a registered medical practitioner and either:

- hold the Diploma in Immediate Medical Care issued by the Royal College of Surgeons (Edinburgh) Faculty of Pre-Hospital Care (“the Faculty”) or its equivalent; or
- have successfully undertaken the Faculty’s Generic Crowd Doctor Training Course or its equivalent.

Team Doctor.

All newly appointed Team Doctors (not previously having held an appointment as a Team Doctor with a Club in The League or The Premier League) prior to the 1st July 2003, are required to hold a Diploma in Sports Medicine or an equivalent higher professional qualification.

2.3 The Senior Physiotherapist employed by the club must be registered with the Health Professionals Council and a Chartered Physiotherapist.

2.4 Any assistant physiotherapists or other therapists employed by a club shall be either,

- (i) registered with the Health Professionals Council and a Chartered Physiotherapist,
- (ii) be a graduate Sports Therapist with an accredited degree and is a member of a recognised professional body and with appropriate indemnity insurance,
- (iii) Hold the Football Association Diploma in the Treatment and Management of Injuries.

2.5 Continuing Professional Development

Each therapist employed by a Club shall each calendar year undertake a minimum of 36 hours’ continuing professional development (of which at least 18 hours shall be provided by means of formally approved courses) and shall maintain a record thereof and produce the same for inspection by an officer of the League on demand.

2.6 Attendance of Medical Personnel

At every League Match:

- (i) The Home Club shall recruit a Team Doctor and a Crowd Doctor who shall be available throughout and for at least one hour before and one hour after the

match. Additional time of attendance may be necessary, and dictated by clinical demands.

- (ii) Each participating Club shall recruit a physiotherapist who is qualified as required by 2.1 above. Attendance will be in line with the Team Doctor, and depend on clinical demands.
- (iii) No person other than a participating Club's Team Doctor and therapist shall be permitted to treat Players or Match Officials on the field of play.
- (iv) The Home Club shall provide a minimum of two stretchers and a team of trained stretcher-bearers to remove injured Players or Match Officials from the field of play.

At any other match in which a Club team participates (except as required under the Rules of The FA Cup or the Football League Cup) the Home Club shall procure the attendance of the holder of an Emergency Aid Certificate approved by The Football Association.

2.7 Head Injuries

All Clubs shall ensure that any Player having left the field of play with a head injury shall not be allowed to resume playing or training without the clearance of a qualified Medical Practitioner. The same provision shall apply where a head injury is sustained in training.

2.8 Medical Records

Each Club shall keep medical records in respect of its Contract Players and Students in accordance with the requirements of the Medical Committee of The Football Association and shall, from time to time, make these available for inspection by Doctors appointed by The Football Association, for the purpose of monitoring.

- 2.9 Where the transfer including the Temporary Transfer of the registration of a Contract Player is being negotiated between Clubs, the Club holding the registration shall as the request of the other Club provide to it the medical records of the Contract Player in question.

3 MEDICAL REGULATIONS - FOOTBALL LEAGUE

Attendance of Qualified Medical Practitioner/Physiotherapist at Matches

- 3.1 It is the responsibility of the Home Club in matches played under the jurisdiction of The League to ensure that a Medical Practitioner registered and licensed by the General Medical Council ('Team Doctor'); and at least one paramedic, trained in emergency medicine dedicated to on field matters, are in attendance throughout the Match. Attendance should be from one hour before, until one hour after the match.

- 3.1.1 Each participating Club shall procure the attendance of a physiotherapist.

- 3.1.2 Where a club employs directly, or by consultancy, one or more therapist then The Senior Physiotherapist employed by the club must be registered with the Health Professionals Council and a Chartered Physiotherapist.

- 3.1.3 Any assistant physiotherapists or other therapists employed by a club shall be either,

- (i) Registered with the Health Professionals Council and a Chartered Physiotherapist,
- (ii) Be a graduate Sports Therapist with an accredited degree and is a member of a recognised professional body and with appropriate indemnity insurance,
- (iii) Hold the Football Association Diploma in the Treatment and Management of Injuries.

- 3.2 All Clubs shall ensure that any Player having left the field of play with a head injury shall not be allowed to resume playing or training without the clearance of a qualified Medical Practitioner. The same provision shall apply where a head injury is sustained in training.

- 3.3 Team Doctors. All newly appointed Team Doctors (not previously having held an appointment as a Team Doctor with a Club in The League or The Premier League) prior to the 1st July 2003, are required to hold a Diploma in Sports Medicine or an equivalent higher professional qualification.
- 3.4 Team Doctors must fulfil a programme of Continual Professional Development (CPD) as determined from time to time by the profession; to attend education conferences and seminars organised by The Football Association and to support the medical education functions of The Football Association. A log of these activities should be kept for appraisal purposes.
- 3.5 Crowd Doctors. Any doctors employed as Crowd Doctors must have successfully completed the 2 day FA course in Immediate Medical Care or Pre-Hospital Care or The Diploma in Immediate Medical Care, or an equivalent.

4. MEDICAL REGULATIONS - FOOTBALL CONFERENCE

- (i) The Home Club must have a qualified medical practitioner, registered and licensed by the GMC, to arrive at least 45 minutes before the match, be present throughout the match, and for an hour after the match.
- The Home Doctor must visit both Home and Away Team dressing rooms before leaving the ground to check on players' status.. The name of the Doctor present at the game must be entered on the team sheet.
- (ii) Each team should have a therapist that is one of the following:
- a) A Chartered Physiotherapist, registered with the Health Professionals Council
 - b) A graduate Sports Therapist with an accredited degree who is a member of a recognised professional body and with appropriate indemnity insurance
 - c) A Holder of the Football Association Diploma in the Treatment and Management of Injuries.

5. MEDICAL REGULATIONS - FEEDER LEAGUES (PREMIER DIVISIONS ONLY)

- (i) The Home Club must have a qualified medical practitioner who is registered and licensed to practice by the GMC, from 45 minutes prior to the match, until an hour after the match has ended.

The Home Doctor must visit both Home and Away Team dressing rooms before leaving the ground to check on players' status. The name of the Doctor present at the game must be entered on the team sheet.

- (ii) Since the commencement of Season 1999/2000 a Therapist trained to the level of The Football Association intermediate Treatment and Management of Injury Course (as a minimum) must be in attendance throughout matches to attend to injured players on the field of play and in the dressing rooms. "Away" clubs should be accompanied by a Therapist as stated above for the same purpose.

6 THE FA GUIDELINES ON HEAD INJURY AND CONCUSSION MANAGEMENT IN PROFESSIONAL FOOTBALL

The rules and regulations surrounding the management of head injury and concussion are based upon a consensus statement, reached after the latest international and inter-sport meeting to discuss these issues. This was held in Zurich in 2012, and the findings of that group were published in 2013.

For reference please see: Consensus statement on concussion in sport: the 4th International Conference on Concussion in Sport held in Zurich, November 2012: Br J Sports Med 2013;47:5 250-258.

Following on from this, the guidelines for management of head injury and concussion in football have been harmonised with those from the consensus meeting.

Emergency Action Plan (EAP)

There should be an EAP in place for management of injury (which includes head injury) for stadia and training grounds. It should include a map of the facility, with emergency exit points, and ambulance siting/arrival points, clearly marked. This should be made available to any visiting teams' staff either prior to arrival via intranet, internet, or email, or given to the medical professional in charge of the visiting team on arrival at the venue. A clear communication pathway for summoning emergency services must be noted. All local hospital telephone numbers, and hosting club staff contact details, should be included.

Pre-season screening

1. Professional players should undergo baseline neuro-psychological testing at the start of each season. This should form part of the normal screening and profiling process undertaken in the pre-season conditioning period.
2. The recommendation is to use a web based neuro-psychological testing programme to profile players at an appropriate time during pre-season. An alternative method is to carry out a SCAT 3 assessment.
3. This pre-season testing acts as a baseline in the event of a player sustaining a head injury. The effects of this injury and the recovery process can be monitored by regular re-testing using the same method utilised during pre-season screening. This forms part of the advice on return to play (see below).
4. Any player with two or more documented concussive episodes in previous seasons should undergo mandatory detailed neuro-psychological testing as well as the routine SCAT 3 assessment.

Head injury management and concussion diagnosis

1. If a head injury occurs, the medical team will enter the field to attend to the player. The referee will signal assent in a match situation.
2. The medical staff will assess the injured player. If there has been a confirmed or suspected period of loss of consciousness, the player must be removed from the field of play, and not be allowed to return. If there is any doubt as to the course of events, elucidation may be sought from officials or other players. In the event that there is video replay available pitch-side or in the players' tunnel, this could be used to clarify the course of events.
3. Where there is a head injury, but no loss of consciousness, an on-field or touchline assessment will take place using the Pocket Concussion Recognition Tool (Pocket CRT): http://www.fifa.com/mm/document/footballdevelopment/medical/01/42/10/50/130214_pocketscat3_print_neutral.pdf). This should be a standard part of any pitch-side medical kit. The decision whether the player is removed from the field should be made by the attending doctor.
4. If there is any suspicion of the player having sustained a concussion, the player must be removed from the field of play, and not allowed to return.
5. If the player has been removed from the field of play because of a suspected or confirmed concussion, they should be monitored until deemed fit and able to leave the venue. If in doubt, further opinion from local hospital services should be sought via the accident and emergency department.
6. If allowed home, the player should not be allowed to drive, and should not be left alone, but with a responsible adult who is instructed that should there be any deterioration in the players' condition, urgent medical attention must be sought.

7. The medical attendant must ensure that the responsible adult is in possession of all contact details of that medical attendant.
8. If there is no medical attendant present, and if there is any suspicion of concussion, the player must be removed from the field of play and not allowed to return. In this case medical advice should be sought from the accident and emergency department.

Return to play guidelines following concussion:

Concussion is a brain injury. There is no blood test or scan currently available that can diagnose it. The diagnosis is made on the basis of history and examination. Return to play after head injury/concussion should be treated as with any other injury. A period of rest, which, in this case, includes mental activity, should be followed by a gradual return to play, closely monitored by medical staff. Serial evaluations using SCAT 3, or whichever pre-season assessment was employed, should be used as an objective adjunct of measure of recovery.

1. The player should undergo a period of physical and mental rest for at least 24 hours after the injury (which includes the playing of video games or similar).
2. The physical return to play 'steps' should follow the course shown below, only progressing to the next step if there are no persistent/recurrent concussion symptoms, such as headache, feeling in a fog, disturbed or blurred vision, sleep disturbance, or unusual emotional behaviour
3. This process should also include serial SCAT 3 assessments, or assessment with whichever pre-season neuro-psychological assessment tool was employed.
4. The chosen neuro-psychological testing should be carried out every 48 hours after the injury, until return to play, and should show a gradual return to baseline. Clinical assessment should be made daily, whilst following the rehabilitation programme as outlined below.
5. Any recurrence or persistence of concussion symptoms such as headache, feeling in a fog, disturbed or blurred vision, sleep disturbance, or unusual emotional behaviour are signs that the player should return to the previous 'return to play step'.
6. An improvement in the serial assessments, both clinical and neuro-psychological, whilst increasing the players' work load, is an indication that they are ready to progress to the next step.

The physical activity 'steps' of rehabilitation should follow this protocol.

- a) No activity
- b) Light aerobic exercise
- c) Sports specific exercise
- d) Non-contact training drills
- e) Full contact practice
- f) Return to play

Each of these steps takes at least one day

7. The player should not be allowed to return to play for at least 6 days after the injury (it often takes longer than this) and in strict accordance with the return to play guidelines (above). This will include a return to baseline of the SCAT 3, or web-based, neuro-psychological criteria. A baseline profile will be available from the pre-season assessment.
8. The player should be examined, and receive the 'all clear' from the club medical officer before returning to play.

9. If progression back to full fitness is delayed in any way, urgent specialist advice should be sought for further assessment.
10. Any player who has suffered two or more concussive episodes during a season should be discussed with a suitably qualified neurological specialist prior to return to play.

SCAT 3 form available at:

<http://bjsm.bmj.com/content/47/5/259.full.pdf+html?sid=09f2fe20-f1ae-4ad8-9ebe-9afe6d453ceb>

Pocket Concussion Recognition Tool (Pocket CRT) form available at:

http://www.fifa.com/mm/document/footballdevelopment/medical/01/42/10/50/130214_pocketscat3print_neutral.pdf

CogSport web based assessment

<http://www.sportsconcussionaustralasia.com/>

ImpACT web based assessment

<http://www.impacttest.com>

Position and consensus statements:

Faculty of Sport and Exercise Medicine

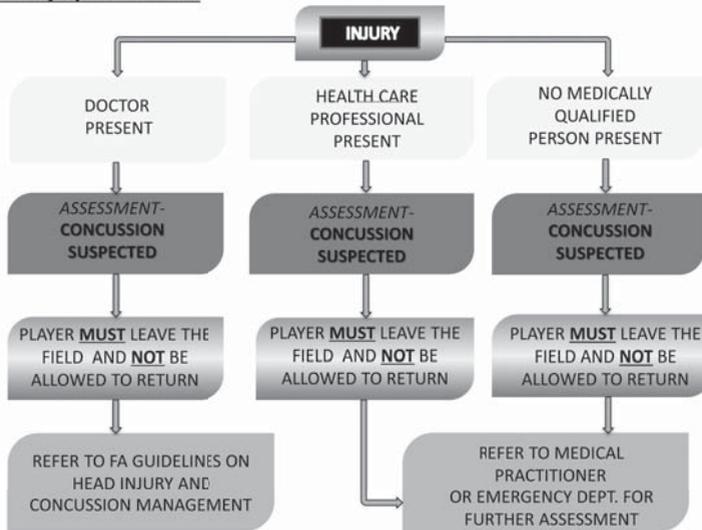
<http://www.fsem.ac.uk/news/position-statements/c/concussion-management.aspx>

Consensus statement on concussion in sport: the 4th International Conference on Concussion in Sport held in Zurich, November 2013

Br J Sports Med 2013;47:250-258 doi:10.1136/bjsports-2013-092313

<http://bjsm.bmj.com/content/47/5/250.full>

Head Injury decision tree



SCAT3™



FIFA®



FEI

Sport Concussion Assessment Tool – 3rd Edition

For use by medical professionals only

Name _____

Date/Time of Injury: _____
Date of Assessment: _____

Examiner: _____

What is the SCAT3?¹

The SCAT3 is a standardized tool for evaluating injured athletes for concussion and can be used in athletes aged from 13 years and older. It supersedes the original SCAT and the SCAT2 published in 2005 and 2009, respectively². For younger persons, ages 12 and under, please use the Child SCAT3. The SCAT3 is designed for use by medical professionals. If you are not qualified, please use the Sport Concussion Recognition Tool³. Preseason baseline testing with the SCAT3 can be helpful for interpreting post-injury test scores.

Specific instructions for use of the SCAT3 are provided on page 3. If you are not familiar with the SCAT3, please read through these instructions carefully. This tool may be freely copied in its current form for distribution to individuals, teams, groups and organizations. Any revision or any reproduction in a digital form requires approval by the Concussion in Sport Group.

NOTE: The diagnosis of a concussion is a clinical judgment, ideally made by a medical professional. The SCAT3 should not be used solely to make, or exclude, the diagnosis of concussion in the absence of clinical judgement. An athlete may have a concussion even if their SCAT3 is "normal".

What is a concussion?

A concussion is a disturbance in brain function caused by a direct or indirect force to the head. It results in a variety of non-specific signs and/or symptoms (some examples listed below) and most often does not involve loss of consciousness. Concussion should be suspected in the presence of **any one or more** of the following:

- Symptoms (e.g., headache), or
- Physical signs (e.g., unsteadiness), or
- Impaired brain function (e.g. confusion) or
- Abnormal behaviour (e.g., change in personality).

SIDELINE ASSESSMENT

Indications for Emergency Management

NOTE: A hit to the head can sometimes be associated with a more serious brain injury. Any of the following warrants consideration of activating emergency procedures and urgent transportation to the nearest hospital:

- Glasgow Coma score less than 15
- Deteriorating mental status
- Potential spinal injury
- Progressive, worsening symptoms or new neurologic signs

Potential signs of concussion?

If any of the following signs are observed after a direct or indirect blow to the head, the athlete should stop participation, be evaluated by a medical professional and **should not be permitted to return to sport the same day** if a concussion is suspected.

- Any loss of consciousness? Y N
- "If so, how long?" _____
- Balance or motor incoordination (stumbles, slow/laboured movements, etc)? Y N
- Disorientation or confusion (inability to respond appropriately to questions)? Y N
- Loss of memory: _____
- "If so, how long?" _____
- "Before or after the injury?" _____
- Blank or vacant look: Y N
- Visible facial injury in combination with any of the above: Y N

1 Glasgow coma scale (GCS)

Best eye response (E)

No eye opening	1
Eye opening in response to pain	2
Eye opening to speech	3
Eyes opening spontaneously	4

Best verbal response (V)

No verbal response	1
Incomprehensible sounds	2
Inappropriate words	3
Confused	4
Oriented	5

Best motor response (M)

No motor response	1
Extension to pain	2
Abnormal flexion to pain	3
Flexion/Withdrawal to pain	4
Localizes to pain	5
Obeys commands	6

Glasgow Coma score (E + V + M) of 15

GCS should be recorded for all athletes in case of subsequent deterioration.

2 Maddocks Score³

"I am going to ask you a few questions, please listen carefully and give your best effort."

Modified Maddocks questions (1 point for each correct answer)

What venue are we at today?	0	1
Which half is it now?	0	1
Who scored last in this match?	0	1
What team did you play last week/game?	0	1
Did your team win the last game?	0	1
Maddocks score	of 5	

Maddocks score is validated for sideline diagnosis of concussion only and is not used for serial testing.

Notes: Mechanism of Injury ("tell me what happened?"):

Any athlete with a suspected concussion should be REMOVED FROM PLAY, medically assessed, monitored for deterioration (i.e., should not be left alone) and should not drive a motor vehicle until cleared to do so by a medical professional. No athlete diagnosed with concussion should be returned to sports participation on the day of injury.

BACKGROUND

Name: _____ Date: _____
 Examiner: _____
 Sport/team/school: _____ Date/time of injury: _____
 Age: _____ Gender: M F
 Years of education completed: _____
 Dominant hand: right left neither
 How many concussions do you think you have had in the past? _____
 When was the most recent concussion? _____
 How long was your recovery from the most recent concussion? _____
 Have you ever been hospitalized or had medical imaging done for a head injury? Y N
 Have you ever been diagnosed with headaches or migraines? Y N
 Do you have a learning disability, dyslexia, ADD/ADHD? Y N
 Have you ever been diagnosed with depression, anxiety or other psychiatric disorder? Y N
 Has anyone in your family ever been diagnosed with any of these problems? Y N
 Are you on any medications? If yes, please list: Y N

SCAT3 to be done in resting state. Best done 10 or more minutes post exercise.

SYMPTOM EVALUATION

3 How do you feel?

You should score yourself on the following symptoms, based on how you feel now.

	none	mild	moderate	severe			
Headache	0	1	2	3	4	5	6
"Pressure in head"	0	1	2	3	4	5	6
Neck Pain	0	1	2	3	4	5	6
Nausea or vomiting	0	1	2	3	4	5	6
Dizziness	0	1	2	3	4	5	6
Blurred vision	0	1	2	3	4	5	6
Balance problems	0	1	2	3	4	5	6
Sensitivity to light	0	1	2	3	4	5	6
Sensitivity to noise	0	1	2	3	4	5	6
Feeling slowed down	0	1	2	3	4	5	6
Feeling like "in a fog"	0	1	2	3	4	5	6
"Don't feel right"	0	1	2	3	4	5	6
Difficulty concentrating	0	1	2	3	4	5	6
Difficulty remembering	0	1	2	3	4	5	6
Fatigue or low energy	0	1	2	3	4	5	6
Confusion	0	1	2	3	4	5	6
Drowsiness	0	1	2	3	4	5	6
Trouble falling asleep	0	1	2	3	4	5	6
More emotional	0	1	2	3	4	5	6
Irritability	0	1	2	3	4	5	6
Sadness	0	1	2	3	4	5	6
Nervous or Anxious	0	1	2	3	4	5	6

Total number of symptoms (Maximum possible 22) _____
 Symptom severity score (Maximum possible 132) _____

Do the symptoms get worse with physical activity? Y N
 Do the symptoms get worse with mental activity? Y N
 self rated self rated and clinician monitored
 clinician interview self rated with parent input

Overall rating: If you know the athlete well prior to the injury, how different is the athlete acting compared to his/her usual self?

Please circle one response:
 no different very different unsure N/A

Scoring on the SCAT3 should not be used as a stand-alone method to diagnose concussion, measure recovery or make decisions about an athlete's readiness to return to competition after concussion. Since signs and symptoms may evolve over time, it is important to consider repeat evaluation in the acute assessment of concussion.

COGNITIVE & PHYSICAL EVALUATION

4 Cognitive assessment Standardized Assessment of Concussion (SAC)¹

Orientation (1 point for each correct answer)

What month is it?	0	1
What is the date today?	0	1
What is the day of the week?	0	1
What year is it?	0	1
What time is it right now? (within 1 hour)	0	1

Orientation score _____ of 5

Immediate memory

List	Trial 1	Trial 2	Trial 3	Alternative word list					
elbow	0	1	0	1	0	1	candle	baby	finger
apple	0	1	0	1	0	1	paper	monkey	penny
carpet	0	1	0	1	0	1	sugar	perfume	blanket
saddle	0	1	0	1	0	1	sandwich	sunset	lemon
bubble	0	1	0	1	0	1	wagon	iron	insect

Total _____

Immediate memory score total _____ of 15

Concentration: Digits Backward

List	Trial 1	Alternative digit list			
4-9-3	0	1	6-2-9	5-2-6	4-1-5
3-8-1-4	0	1	3-2-7-9	1-7-9-5	4-9-6-8
6-2-9-7-1	0	1	1-5-2-8-6	3-8-5-2-7	6-1-8-4-3
7-1-8-4-6-2	0	1	5-3-9-1-4-8	8-3-1-9-6-4	7-2-4-8-5-6

Total of 4 _____

Concentration: Month in Reverse Order (1 pt. for entire sequence correct)
 Dec-Nov-Oct-Sept-Aug-Jul-Jun-May-Apr-Mar-Feb-Jan 0 1
 Concentration score _____ of 5

5 Neck Examination:

Range of motion _____ Tenderness _____ Upper and lower limb sensation & strength _____
 Findings: _____

6 Balance examination

Do one or both of the following tests.
 Footwear (shoes, barefoot, braces, tape, etc.) _____

Modified Balance Error Scoring System (BESS) testing¹
 Which foot was tested (i.e. which is the non-dominant foot) Left Right
 Testing surface (hard floor, field, etc.) _____

Condition

Double leg stance:	_____	Errors
Single leg stance (non-dominant foot):	_____	Errors
Tandem stance (non-dominant foot at back):	_____	Errors

And / Or
Tandem gait²
 Time (best of 4 trials): _____ seconds

7 Coordination examination Upper limb coordination

Which arm was tested: Left Right
 Coordination score _____ of 1

8 SAC Delayed Recall¹

Delayed recall score _____ of 5

INSTRUCTIONS

Words in *Italics* throughout the SCAT3 are the instructions given to the athlete by the tester.

Symptom Scale

"You should score yourself on the following symptoms, based on how you feel now."

To be completed by the athlete. In situations where the symptom scale is being completed after exercise, it should still be done in a resting state, at least 10 minutes post exercise.

For total number of symptoms, maximum possible is 22.

For Symptom severity score, add all scores in table, maximum possible is 22 x 6 = 132.

SC4

Immediate Memory

"I am going to test your memory. I will read you a list of words and when I am done, repeat back as many words as you can remember, in any order."

Trials 2 & 3:

"I am going to repeat the same list again. Repeat back as many words as you can remember in any order, even if you said the word before."

Complete all 3 trials regardless of score on trial 1 & 2. Read the words at a rate of one per second. **Score 1 pt. for each correct response.** Total score equals sum across all 3 trials. Do not inform the athlete that delayed recall will be tested.

Concentration

Digits backward

"I am going to read you a string of numbers and when I am done, you repeat them back to me backwards, in reverse order of how I read them to you. For example, if I say 7-1-9, you would say 9-1-7."

If correct, go to next string length. If incorrect, read trial 2. **One point possible for each string length.** Stop after incorrect on both trials. The digits should be read at the rate of one per second.

Months in reverse order

"Now tell me the months of the year in reverse order. Start with the last month and go backward. So you'll say December, November ... Go ahead"

1 pt. for entire sequence correct

Delayed Recall

The delayed recall should be performed after completion of the Balance and Coordination Examination.

"Do you remember that list of words I read a few times earlier? Tell me as many words from the list as you can remember in any order."

Score 1 pt. for each correct response

Balance Examination

Modified Balance Error Scoring System (BESS) testing¹

This balance testing is based on a modified version of the Balance Error Scoring System (BESS)¹. A stopwatch or watch with a second hand is required for this testing.

"I am now going to test your balance. Please take your shoes off, roll up your pant legs above ankle (if applicable), and remove any ankle taping (if applicable). This test will consist of three twenty-second tests with different stances."

(a) Double leg stance:

"The first stance is standing with your feet together with your hands on your hips and with your eyes closed. You should try to maintain stability in that position for 20 seconds. I will be counting the number of times you move out of this position. I will start timing when you are set and have closed your eyes."

(b) Single leg stance:

"If you were to kick a ball, which foot would you use? (This will be the dominant foot) Now stand on your non-dominant foot. The dominant leg should be held in approximately 30 degrees of hip flexion and 45 degrees of knee flexion. Again, you should try to maintain stability for 20 seconds with your hands on your hips and your eyes closed. I will be counting the number of times you move out of this position. If you stumble out of this position, open your eyes and return to the start position and continue balancing. I will start timing when you are set and have closed your eyes."

(c) Tandem stance:

"Now stand heel-to-toe with your non-dominant foot in back. Your weight should be evenly distributed across both feet. Again, you should try to maintain stability for 20 seconds with your hands on your hips and your eyes closed. I will be counting the number of times you move out of this position. If you stumble out of this position, open your eyes and return to the start position and continue balancing. I will start timing when you are set and have closed your eyes."

Balance testing – types of errors

1. Hands lifted off iliac crest
2. Opening eyes
3. Step, stumble, or fall
4. Moving hip into > 30 degrees abduction
5. Lifting forefoot or heel
6. Remaining out of test position > 5 sec

Each of the 20-second trials is scored by counting the errors, or deviations from the proper stance, accumulated by the athlete. The examiner will begin counting errors only after the individual has assumed the proper start position. **The modified BESS is calculated by adding one error point for each error during the three 20-second tests. The maximum total number of errors for any single condition is 10.** If a athlete commits multiple errors simultaneously, only one error is recorded but the athlete should quickly return to the testing position, and counting should resume once subject is set. Subjects that are unable to maintain the testing procedure for a minimum of **five seconds** at the start are assigned the highest possible score, ten, for that testing condition.

OPTION: For further assessment, the same 3 stances can be performed on a surface of medium density foam (e.g., approximately 50 cm x 40 cm x 6 cm).

Tandem Gait²

Participants are instructed to stand with their feet together behind a starting line (the test is best done with footwear removed). Then, they walk in a forward direction as quickly and as accurately as possible along a 38mm wide (sports tape), 3 meter line with an alternate foot heel-to-toe gait ensuring that they approximate their heel and toe on each step. Once they cross the end of the 3m line, they turn 180 degrees and return to the starting point using the same gait. A total of 4 trials are done and the best time is retained. Athletes should complete the test in 14 seconds. Athletes fail the test if they step off the line, have a separation between their heel and toe, or if they touch or grab the examiner or an object. In this case, the time is not recorded and the trial repeated, if appropriate.

Coordination Examination

Upper limb coordination

Finger-to-nose (FTN) task:

"I am going to test your coordination now. Please sit comfortably on the chair with your eyes open and your arm (either right or left) unrestricted (shoulder flexed to 90 degrees and elbow and fingers extended), pointing in front of you. When I give a start signal, I would like you to perform five successive finger to nose repetitions using your index finger to touch the tip of the nose, and then return to the starting position, as quickly and as accurately as possible."

Scoring: 5 correct repetitions in < 4 seconds = 1

Note for testers: Athletes fail the test if they do not touch their nose, do not fully extend their elbow or do not perform five repetitions. **Failure should be scored as 0.**

References & Footnotes

1. This tool has been developed by a group of international experts at the 4th International Consensus meeting on Concussion in Sport held in Zurich, Switzerland in November 2012. The full details of the conference outcomes and the authors of the tool are published in *The BISM Injury Prevention and Health Protection*, 2013, Volume 47, Issue 5. The outcome paper will also be simultaneously co-published in other leading biomedical journals with the copyright held by the Concussion in Sport Group, to allow unrestricted distribution, providing no alterations are made.
2. McCrory P et al., Consensus Statement on Concussion in Sport – the 3rd International Conference on Concussion in Sport held in Zurich, November 2008. *British Journal of Sports Medicine* 2009; 43: 176-89.
3. Maddocks, DL; Dicker, GD; Saling, MM. The assessment of orientation following concussion in athletes. *Clinical Journal of Sport Medicine*. 1995; 5(1): 32–3.
4. McCrea M. Standardized mental status testing of acute concussion. *Clinical Journal of Sport Medicine*. 2001; 11: 176–181.
5. Guskiewicz KM. Assessment of postural stability following sport-related concussion. *Current Sports Medicine Reports*. 2003; 2: 24–30.
6. Schneiders, A.G., Sullivan, S.J., Gray, A., Hammond-Tooke, G. & McCrory, P. Normative values for 16-37 year old subjects for three clinical measures of motor performance used in the assessment of sports concussions. *Journal of Science and Medicine in Sport*. 2010; 13(2): 196–201.
7. Schneiders, A.G., Sullivan, S.J., Kvamstrom, J.K., Olsson, M., Yden, T. & Marshall, S.W. The effect of footwear and sports-surface on dynamic neurological screening in sport-related concussion. *Journal of Science and Medicine in Sport*. 2010; 13(4): 382–386

Child-SCAT3™



FIFA®



Sport Concussion Assessment Tool for children ages 5 to 12 years

For use by medical professionals only

What is childSCAT3?

The ChildSCAT3 is a standardized tool for evaluating injured children for concussion and can be used in children aged from 5 to 12 years. It supersedes the original SCAT and the SCAT2 published in 2005 and 2009, respectively¹. For older persons, ages 13 years and over, please use the SCAT3. The ChildSCAT3 is designed for use by medical professionals. If you are not qualified, please use the Sport Concussion Recognition Tool². Pre-season baseline testing with the ChildSCAT3 can be helpful for interpreting post-injury test scores.

Specific instructions for use of the ChildSCAT3 are provided on page 3. If you are not familiar with the ChildSCAT3, please read through these instructions carefully. This tool may be freely copied in its current form for distribution to individuals, teams, groups and organizations. Any revision and any reproduction in a digital form require approval by the Concussion in Sport Group.

NOTE: The diagnosis of a concussion is a clinical judgment, ideally made by a medical professional. The ChildSCAT3 should not be used solely to make, or exclude, the diagnosis of concussion in the absence of clinical judgement. An athlete may have a concussion even if their ChildSCAT3 is "normal".

What is a concussion?

A concussion is a disturbance in brain function caused by a direct or indirect force to the head. It results in a variety of non-specific signs and/or symptoms (like those listed below) and most often does not involve loss of consciousness. Concussion should be suspected in the presence of any one or more of the following:

- Symptoms (e.g., headache), or
- Physical signs (e.g., unsteadiness), or
- Impaired brain function (e.g. confusion) or
- Abnormal behaviour (e.g., change in personality).

SIDELINE ASSESSMENT

Indications for Emergency Management

NOTE: A hit to the head can sometimes be associated with a more severe brain injury. If the concussed child displays any of the following, then do not proceed with the ChildSCAT3; instead activate emergency procedures and urgent transportation to the nearest hospital:

- Glasgow Coma score less than 15
- Deteriorating mental status
- Potential spinal injury
- Progressive, worsening symptoms or new neurologic signs
- Persistent vomiting
- Evidence of skull fracture
- Post traumatic seizures
- Coagulopathy
- History of Neurosurgery (eg Shunt)
- Multiple injuries

1

Glasgow coma scale (GCS)

Best eye response (E)

No eye opening	1
Eye opening in response to pain	2
Eye opening to speech	3
Eyes opening spontaneously	4

Best verbal response (V)

No verbal response	1
Incomprehensible sounds	2
Inappropriate words	3
Confused	4
Oriented	5

Best motor response (M)

No motor response	1
Extension to pain	2
Abnormal flexion to pain	3
Flexion/Withdrawal to pain	4
Localizes to pain	5
Obeys commands	6

Glasgow Coma score (E + V + M) of 15

GCS should be recorded for all athletes in case of subsequent deterioration.

Potential signs of concussion?

If any of the following signs are observed after a direct or indirect blow to the head, the child should stop participation; be evaluated by a medical professional and **should not be permitted to return to sport the same day** if a concussion is suspected.

Any loss of consciousness? Y N

"If so, how long?" _____ Y N

Balance or motor incoordination (stumbles, slow/laboured movements, etc)? Y N

Disorientation or confusion (inability to respond appropriately to questions)? Y N

Loss of memory: Y N

"If so, how long?" _____ Y N

"Before or after the injury?" _____ Y N

Blank or vacant look: Y N

Visible facial injury in combination with any of the above: Y N

2

Sideline Assessment – child-Maddocks Score³

"I am going to ask you a few questions, please listen carefully and give your best effort."

Modified Maddocks questions (1 point for each correct answer)

Where are we at now?	0	1
Is it before or after lunch?	0	1
What did you have last lesson/class?	0	1
What is your teacher's name?	0	1
child-Maddocks score	of 4	

Child-Maddocks score is for sideline diagnosis of concussion only and is not used for serial testing.

Any child with a suspected concussion should be REMOVED FROM PLAY, medically assessed and monitored for deterioration (i.e., should not be left alone). No child diagnosed with concussion should be returned to sports participation on the day of injury.

BACKGROUND

Name: _____ Date/Time of Injury: _____

Examiner: _____ Date of Assessment: _____

Sport/team/school: _____

Age: _____ Gender: M F

Current school year/grade: _____

Dominant hand: right left neither

Mechanism of Injury ("tell me what happened"): _____

For Parent/carer to complete:

How many concussions has the child had in the past? _____

When was the most recent concussion? _____

How long was the recovery from the most recent concussion? _____

Has the child ever been hospitalized or had medical imaging done (CT or MRI) for a head injury? Y N

Has the child ever been diagnosed with headaches or migraines? Y N

Does the child have a learning disability, dyslexia, ADD/ADHD, seizure disorder? Y N

Has the child ever been diagnosed with depression, anxiety or other psychiatric disorder? Y N

Has anyone in the family ever been diagnosed with any of these problems? Y N

Is the child on any medications? If yes, please list: Y N

SYMPTOM EVALUATION

3 Child report

Name:	never	rarely	sometimes	often
I have trouble paying attention	0	1	2	3
I get distracted easily	0	1	2	3
I have a hard time concentrating	0	1	2	3
I have problems remembering what people tell me	0	1	2	3
I have problems following directions	0	1	2	3
I daydream too much	0	1	2	3
I get confused	0	1	2	3
I forget things	0	1	2	3
I have problems finishing things	0	1	2	3
I have trouble figuring things out	0	1	2	3
It's hard for me to learn new things	0	1	2	3
I have headaches	0	1	2	3
I feel dizzy	0	1	2	3
I feel like the room is spinning	0	1	2	3
I feel like I'm going to faint	0	1	2	3
Things are blurry when I look at them	0	1	2	3
I see double	0	1	2	3
I feel sick to my stomach	0	1	2	3
I get tired a lot	0	1	2	3
I get tired easily	0	1	2	3

Total number of symptoms (Maximum possible 20)

Symptom severity score (Maximum possible 20 x 3 = 60)

self rated clinician interview self rated and clinician monitored

4 Parent report

The child	never	rarely	sometimes	often
has trouble sustaining attention	0	1	2	3
is easily distracted	0	1	2	3
has difficulty concentrating	0	1	2	3
has problems remembering what he/she is told	0	1	2	3
has difficulty following directions	0	1	2	3
tends to daydream	0	1	2	3
gets confused	0	1	2	3
is forgetful	0	1	2	3
has difficulty completing tasks	0	1	2	3
has poor problem solving skills	0	1	2	3
has problems learning	0	1	2	3
has headaches	0	1	2	3
feels dizzy	0	1	2	3
has a feeling that the room is spinning	0	1	2	3
feels faint	0	1	2	3
has blurred vision	0	1	2	3
has double vision	0	1	2	3
experiences nausea	0	1	2	3
gets tired a lot	0	1	2	3
gets tired easily	0	1	2	3

Total number of symptoms (Maximum possible 20)

Symptom severity score (Maximum possible 20 x 3 = 60)

Do the symptoms get worse with physical activity? Y N

Do the symptoms get worse with mental activity? Y N

parent self rated clinician interview parent self rated and clinician monitored

Overall rating for parent/teacher/coach/carer to answer.
How different is the child acting compared to his/her usual self?
Please circle one response:
 no different very different unsure N/A

Name of person completing Parent-report: _____
Relationship to child of person completing Parent-report: _____

COGNITIVE & PHYSICAL EVALUATION

5 Cognitive assessment

Standardized Assessment of Concussion – Child Version (SAC-C)

Orientation (1 point for each correct answer)

What month is it? 0 1

What is the date today? 0 1

What is the day of the week? 0 1

What year is it? 0 1

Orientation score of 4

Immediate memory

List	Trial 1	Trial 2	Trial 3	Alternative word list					
elbow	0	1	0	1	candle	baby	finger		
apple	0	1	0	1	0	1	paper	monkey	penny
carpet	0	1	0	1	0	1	sugar	perfume	blanket
saddle	0	1	0	1	0	1	sandwich	sunset	lemon
bubble	0	1	0	1	0	1	wagon	iron	insect

Total

Immediate memory score total of 15

Concentration: Digits Backward

List	Trial 1	Alternative digit list			
6-2	0	1	5-2	4-1	4-9
4-9-3	0	1	6-2-9	5-2-6	4-1-5
3-8-1-4	0	1	3-2-7-9	1-7-9-5	4-9-6-8
6-2-9-7-1	0	1	1-5-2-8-6	3-8-5-2-7	6-1-8-4-3
7-1-8-4-6-2	0	1	5-3-9-1-4-8	8-3-1-9-6-4	7-2-4-8-5-6

Total of 5

Concentration: Days in Reverse Order (1 pt. for entire sequence correct)

Sunday-Saturday-Friday-Thursday-Wednesday-Tuesday-Monday 0 1

Concentration score of 6

6 Neck Examination:

Range of motion Tenderness Upper and lower limb sensation & strength

Findings: _____

7 Balance examination

Do one or both of the following tests.
Footwear (shoes, barefoot, braces, tape, etc.) _____

Modified Balance Error Scoring System (BESS) testing⁴

Which foot was tested (i.e. which is the **non-dominant** foot)? Left Right

Testing surface (hard floor, field, etc.) _____

Condition

Double leg stance: Errors

Tandem stance (non-dominant foot at back): Errors

Tandem gait⁴

Time taken to complete (best of 4 trials): _____ seconds

If child attempted, but unable to complete tandem gait, mark here

8 Coordination examination

Upper limb coordination

Which arm was tested: Left Right

Coordination score of 1

9 SAC Delayed Recall⁴

Delayed recall score of 5

Scoring on the ChildSCAT3 should not be used as a stand-alone method to diagnose concussion, measure recovery or make decisions about an athlete's readiness to return to competition after concussion.

Since signs and symptoms may evolve over time, it is important to consider repeat evaluation in the acute assessment of concussion.

INSTRUCTIONS

Words in *italics* throughout the ChildSCAT3 are the instructions given to the child by the tester.

Sideline Assessment – child-Maddocks Score

To be completed on the sideline/in the playground, immediately following concussion. There is no requirement to repeat these questions at follow-up.

Symptom Scale⁸

In situations where the symptom scale is being completed after exercise, it should still be done in a resting state, at least 10 minutes post exercise.

On the day of injury

- the child is to complete the Child Report, according to how he/she feels now.

On all subsequent days

- the child is to complete the Child Report, according to how he/she feels today, and
- the parent/carer is to complete the Parent Report according to how the child has been over the previous 24 hours.

Standardized Assessment of Concussion – Child Version (SAC-C)⁹

Orientation

Ask each question on the score sheet. A correct answer for each question scores 1 point. If the child does not understand the question, gives an incorrect answer, or no answer, then the score for that question is 0 points.

Immediate memory

"I am going to test your memory. I will read you a list of words and when I am done, repeat back as many words as you can remember, in any order."

Trials 2 & 3:

"I am going to repeat the same list again. Repeat back as many words as you can remember in any order, even if you said the word before."

Complete all 3 trials regardless of score on trial 1 & 2. Read the words at a rate of one per second. **Score 1 pt. for each correct response.** Total score equals sum across all 3 trials. Do not inform the child that delayed recall will be tested.

Concentration

Digits Backward:

"I am going to read you a string of numbers and when I am done, you repeat them back to me backwards, in reverse order of how I read them to you. For example, if I say 7-1, you would say 1-7."

If correct, go to next string length. If incorrect, read trial 2. **One point possible for each string length.** Stop after incorrect on both trials. The digits should be read at the rate of one per second.

Days in Reverse Order:

"Now tell me the days of the week in reverse order. Start with Sunday and go backward. So you'll say Sunday, Saturday ... Go ahead"

1 pt. for entire sequence correct

Delayed recall

The delayed recall should be performed after completion of the Balance and Coordination Examination.

"Do you remember that list of words I read a few times earlier? Tell me as many words from the list as you can remember in any order."

Circle each word correctly recalled. **Total score equals number of words recalled.**

Balance examination

These instructions are to be read by the person administering the childSCAT3, and each balance task should be demonstrated to the child. The child should then be asked to copy what the examiner demonstrated.

Modified Balance Error Scoring System (BESS) testing¹⁰

This balance testing is based on a modified version of the Balance Error Scoring System (BESS)¹¹. A stopwatch or watch with a second hand is required for this testing.

"I am now going to test your balance. Please take your shoes off, roll up your pant legs above ankle (if applicable), and remove any ankle taping (if applicable). This test will consist of two different parts."

(a) Double leg stance:

The first stance is standing with the feet together with hands on hips and with eyes closed. The child should try to maintain stability in that position for 20 seconds. You should inform the child that you will be counting the number of times the child moves out of this position. If the child stumbles out of this position, instruct him/her to open the eyes and return to the start position and continue balancing. You should start timing when the child is set and the eyes are closed.

(b) Tandem stance:

Instruct the child to stand heel-to-toe with the non-dominant foot in the back. Weight should be evenly distributed across both feet. Again, the child should try to maintain stability for 20 seconds with hands on hips and eyes closed. You should inform the child that you will be counting the number of times the child moves out of this position. If the child stumbles out of this position, instruct him/her to open the eyes and return to the start position and continue balancing. You should start timing when the child is set and the eyes are closed.

Balance testing – types of errors - Parts (a) and (b)

1. Hands lifted off iliac crest
2. Opening eyes
3. Step, stumble, or fall
4. Moving hip into > 30 degrees abduction
5. Lifting forefoot or heel
6. Remaining out of test position > 5 sec

Each of the 20-second trials is scored by counting the errors, or deviations from the proper stance, accumulated by the child. The examiner will begin counting errors only after the child has assumed the proper start position. **The modified BESS is calculated by adding one error point for each error during the two 20-second tests. The maximum total number of errors for any single condition is 10.** If a child commits multiple errors simultaneously, only one error is recorded but the child should quickly return to the testing position, and counting should resume once subject is set. Children who are unable to maintain the testing procedure for a minimum of **five seconds** at the start are assigned the highest possible score, ten, for that testing condition.

OPTION: For further assessment, the same 2 stances can be performed on a surface of medium density foam (e.g., approximately 50cm x 40cm x 6cm).

Tandem Gait¹²

Use a clock (with a second hand) or stopwatch to measure the time taken to complete this task. Instruction for the examiner – **Demonstrate the following to the child:**

The child is instructed to stand with their feet together behind a starting line (the test is best done with footwear removed). Then, they walk in a forward direction as quickly and as accurately as possible along a 38mm wide (sports tape), 3 meter line with an alternate foot heel-toe gait ensuring that they approximate their heel and toe on each step. Once they cross the end of the 3m line, they turn 180 degrees and return to the starting point using the same gait. A total of 4 trials are done and the best time is retained. Children fail the test if they step off the line, have a separation between their heel and toe, or if they touch or grab the examiner or an object. In this case, the time is not recorded and the trial repeated, if appropriate.

Explain to the child that you will time how long it takes them to walk to the end of the line and back.

Coordination examination

Upper limb coordination

Finger-to-nose (FTN) task:

The tester should demonstrate it to the child.

"I am going to test your coordination now. Please sit comfortably on the chair with your eyes open and your arm (either right or left) outstretched (shoulder flexed to 90 degrees and elbow and fingers extended). When I give a start signal, I would like you to perform five successive finger to nose repetitions using your index finger to touch the tip of the nose as quickly and as accurately as possible."

Scoring: 5 correct repetitions in < 4 seconds = 1

Note for testers: Children fail the test if they do not touch their nose, do not fully extend their elbow or do not perform five repetitions. **Failure should be scored as 0.**

References & Footnotes

1. This tool has been developed by a group of international experts at the 4th International Consensus meeting on Concussion in Sport held in Zurich, Switzerland in November 2012. The full details of the conference outcomes and the authors of the tool are published in *The BJSM Injury Prevention and Health Protection*, 2013, Volume 47, Issue 5. The outcome paper will also be simultaneously co-published in other leading biomedical journals with the copyright held by the Concussion in Sport Group, to allow unrestricted distribution, providing no alterations are made.
2. McCrory P et al., Consensus Statement on Concussion in Sport – the 3rd International Conference on Concussion in Sport held in Zurich, November 2008. *British Journal of Sports Medicine* 2009; 43: 176-89.
3. Maddocks, DL; Dicker, GD; Salung, MM. The assessment of orientation following concussion in athletes. *Clinical Journal of Sport Medicine*. 1995; 5(1): 32-3.
4. McCrea M. Standardized mental status testing of acute concussion. *Clinical Journal of Sport Medicine*. 2001; 11: 176-181.
5. Guskiewicz KM. Assessment of postural stability following sport-related concussion. *Current Sports Medicine Reports*. 2003; 2: 24-30.
6. Schneiders, A.G., Sullivan, S.J., Gray, A., Hammond-Tooke, G. & McCrory, P. Normative values for 16-37 year old subjects for three clinical measures of motor performance used in the assessment of sports concussions. *Journal of Science and Medicine in Sport*. 2010; 13(2): 196-201.
7. Schneiders, A.G., Sullivan, S.J., Kvanrstrom, J.K., Olsson, M., Yden, T. & Marshall, S.W. The effect of footwear and sports-surface on dynamic neurological screening in sport-related concussion. *Journal of Science and Medicine in Sport*. 2010; 13(4): 382-386.
8. Ayer, L.K., Yeates, K.O., Taylor, H.G., & Brown, M. Dimensions of post-concussive symptoms in children with mild traumatic brain injuries. *Journal of the International Neuropsychological Society*. 2009; 15:19-30.

CHILD ATHLETE INFORMATION

Any child suspected of having a concussion should be removed from play, and then seek medical evaluation. The child must NOT return to play or sport on the same day as the suspected concussion.

Signs to watch for

Problems could arise over the first 24–48 hours. The child should not be left alone and must go to a hospital at once if they develop any of the following:

- New Headache, or Headache gets worse
- Persistent or increasing neck pain
- Becomes drowsy or can't be woken up
- Can not recognise people or places
- Has Nausea or Vomiting
- Behaves unusually, seems confused, or is irritable
- Has any seizures (arms and/or legs jerk uncontrollably)
- Has weakness, numbness or tingling (arms, legs or face)
- Is unsteady walking or standing
- Has slurred speech
- Has difficulty understanding speech or directions

Remember, it is better to be safe.

Always consult your doctor after a suspected concussion.

Return to school

Concussion may impact on the child's cognitive ability to learn at school. This must be considered, and medical clearance is required before the child may return to school. **It is reasonable for a child to miss a day or two of school after concussion, but extended absence is uncommon.** In some children, a graduated return to school program will need to be developed for the child. The child will progress through the return to school program provided that there is no worsening of symptoms. If any particular activity worsens symptoms, the child will abstain from that activity until it no longer causes symptom worsening. Use of computers and internet should follow a similar graduated program, provided that it does not worsen symptoms. This program should include communication between the parents, teachers, and health professionals and will vary from child to child. The return to school program should consider:

- Extra time to complete assignments/tests
- Quiet room to complete assignments/tests
- Avoidance of noisy areas such as cafeterias, assembly halls, sporting events, music class, shop class, etc
- Frequent breaks during class, homework, tests
- No more than one exam/day
- Shorter assignments
- Repetition/memory cues
- Use of peer helper/tutor
- Reassurance from teachers that student will be supported through recovery through accommodations, workload reduction, alternate forms of testing
- Later start times, half days, only certain classes

The child is not to return to play or sport until he/she has successfully returned to school/learning, without worsening of symptoms. Medical clearance should be given before return to play.

If there are any doubts, management should be referred to a qualified health practitioner, expert in the management of concussion in children.

Return to sport

There should be no return to play until the child has successfully returned to school/learning, without worsening of symptoms.

Children must not be returned to play the same day of injury. When returning children to play, they should **medically cleared and then follow a stepwise supervised program**, with stages of progression.

For example:

Rehabilitation stage	Functional exercise at each stage of rehabilitation	Objective of each stage
No activity	Physical and cognitive rest	Recovery
Light aerobic exercise	Walking, swimming or stationary cycling keeping intensity, 70 % maximum predicted heart rate. No resistance training	Increase heart rate
Sport-specific exercise	Skating drills in ice hockey, running drills in soccer. No head impact activities	Add movement
Non-contact training drills	Progression to more complex training drills, eg passing drills in football and ice hockey. May start progressive resistance training	Exercise, coordination, and cognitive load
Full contact practice	Following medical clearance participate in normal training activities	Restore confidence and assess functional skills by coaching staff

Return to play Normal game play

There should be approximately 24 hours (or longer) for each stage and the child should drop back to the previous asymptomatic level if any post-concussive symptoms recur. Resistance training should only be added in the later stages.

If the child is symptomatic for more than 10 days, then review by a health practitioner, expert in the management of concussion, is recommended. Medical clearance should be given before return to play.

Notes:

CONCUSSION INJURY ADVICE FOR THE CHILD AND PARENTS / CARERS

(To be given to the **person monitoring** the concussed child)

This child has received an injury to the head. A careful medical examination has been carried out and no sign of any serious complications has been found. It is expected that recovery will be rapid, but the child will need monitoring for the next 24 hours by a responsible adult.

If you notice any change in behavior, vomiting, dizziness, worsening headache, double vision or excessive drowsiness, please call an ambulance to transport the child to hospital immediately.

Other important points:

- Following concussion, the child should rest for at least 24 hours.
- The child should avoid any computer, internet or electronic gaming activity if these activities make symptoms worse.
- The child should not be given any medications, including pain killers, unless prescribed by a medical practitioner.
- The child must not return to school until medically cleared.
- The child must not return to sport or play until medically cleared.

Patient's name _____

Date/time of injury _____

Date/time of medical review _____

Treating physician _____

Clinic phone number

Contact details or stamp

THE LOCATION AND ADDRESSES OF NEUROSURGICAL UNITS IN ENGLAND AND WALES PROVIDING NEUROSURGICAL SERVICES AND NEUROSURGICAL CONSULTATIONS IN CASES OF HEAD INJURY

Department of Neurosurgery
Newcastle General Hospital, Newcastle upon Tyne

Department of Neurosurgery
Middlesbrough General Hospital, Middlesbrough

Department of Neurosurgery
Leeds General Infirmary, Leeds LS1 3EX

Department of Neurosurgery
Hull Royal Infirmary, Hull

Department of Neurosurgery
Preston Royal Infirmary, Preston

Department of Neurosurgery
North Manchester General Hospital, Crumpsall, Manchester

Department of Neurosurgery
Hope Hospital, Salford, Lancs

Department of Neurosurgery
Manchester Royal Infirmary, Oxford Road, Manchester

Department of Neurosurgery
Walton Hospital, Liverpool

Department of Neurosurgery
Royal Hallamshire Hospital, Sheffield

Department of Neurosurgery
Queen's Medical Centre, Nottingham

Department of Neurosurgery
North Staffordshire Royal Infirmary, Stoke on Trent

Department of Neurosurgery
Queen Elizabeth Hospital, Birmingham

Department of Neurosurgery
Midland Centre for Neurosurgery, Smethwick, West Midlands

Department of Neurosurgery
Walsgrave Hospital, Coventry

Department of Neurosurgery
The Radcliffe Infirmary, Oxford

Department of Neurosurgery
Frenchay Hospital, Bristol

Department of Neurosurgery
Heath University Hospital, Cardiff

Department of Neurosurgery
Morrison Hospital, Swansea

Department of Neurosurgery
Derriford Hospital, Derriford Road, Plymouth

Department of Neurosurgery
Southampton General Hospital, Southampton

Department of Neurosurgery
Addenbrooke's Hospital, Cambridge

Department of Neurosurgery
St Bartholomew's Hospital, London

Department of Neurosurgery
Atkinson Morley Hospital, Wimbledon, London

Department of Neurosurgery
Queen's Square, London

Department of Neurosurgery
Brook General Hospital, Shooters Hill, London SF18 4LW

Department of Neurosurgery
Oldchurch Hospital, Romford, Essex

Department of Neurosurgery
Charing Cross Hospital, Fulham Palace Road, London W6 8RF

Department of Neurosurgery
Hurstwood Park Neurological Centre, Haywards Heath, West Sussex RH17 7ST

APPENDED ALSO IS A LIST OF NEUROLOGICAL SURGEONS WITH A SPECIAL INTEREST IN HEAD INJURY WHO MAY BE AVAILABLE FOR A SECOND OPINION OR SPECIAL CONSULTATION

Mr R. Myles Gibson
35 Park Lane, Leeds, West Yorkshire LS2 2EY
Telephone: 01532 661998

Mr P. T. van Hille
Leeds General Infirmary, Great George Street, Leeds, West Yorkshire LS1 3EX
Telephone: 01532 432799

Professor Edward Hitebeock
Midland Centre for Neurosurgery and Neurology
Holly Lane, Smethwick, Warley, West Midlands B67 7JX
Telephone: 0121 558 3232

Mr Brian Cummings
Frenchay Hospital, Bristol BS16 1LE
Telephone: 01272 565656

Mr Peter Richards
Charing Cross Hospital, Fulham Palace Road, London W6 8RF
Telephone: 0171 748 2040

Mr John Firth
Queen's Medical Centre, Nottingham

Mr Peter Crawford
Newcastle General Hospital Westgate Road, Newcastle upon Tyne NE4 6BE
Telephone: 0191 273 8811

GOALPOST SAFETY GUIDELINES

Updated May 2015

The Football Association, along with the Department for Culture, Media and Sport, the Health and Safety Executive and the British Standards Institution, would like to draw your attention to the following guidelines for the safe use of goalposts.

Several serious injuries and fatalities have occurred in recent years as a result of unsafe or incorrect use of goalposts. Safety is always of paramount importance and everyone in football must play their part to prevent similar incidents occurring in the future:

1. For safety reasons goalposts of any size (including those which are portable and not installed permanently at a pitch or practice field) must always be anchored securely to the ground or have a weighted back bar.
 - Portable goalposts must be secured as per the manufacturer's instructions; this is also a requirement for the Laws of the Game.
 - Under no circumstances should children or adults be allowed to climb on, swing or play with the structure of the goalposts;
 - Particular attention is drawn to the fact that if not properly assembled and secured, portable goalposts may overturn; and
 - Regular inspections of goalposts must be carried out to check that they are properly maintained.
2. Portable goalposts should not be left in place after use. They should be either dismantled and removed to a place of secure storage, or placed together and suitable fixings applied to prevent unauthorised use at any time.
3. The use of metal cup hooks on any part of a goal frame was banned from the commencement of season 2007-08 and match officials have been instructed not to commence matches where such net fixings are evident for safety reasons. Nets may be secured by plastic fixings, arrow head shaped plastic hooks or tape but not by metal cup hooks. Any metal cup hooks should be removed and replaced. New goalposts purchased should meet the relevant British Standards.
4. Goalposts which are "home made" or which have been altered from their original size or construction should not be used under any circumstances as they potentially pose a serious safety risk
5. There is no BS/CEN standard for wooden goals and it is unlikely that wooden goals will pass a load or stability test. The FA recommends that wooden goals should be replaced with British Standard compliant metal, aluminium or plastic goalposts. All wooden goals previously tested by independent consultants have failed strength and stability tests.

For reference, you should note that The FA and BSI, in conjunction with the industry, have developed two standards for goalposts – BSEN 748 (2013) BS 8461:2005 +A1: 2009 and BS 8462: 2005 +A2: 2012. It is strongly recommended that you ensure that all goals purchased comply with the relevant standard. A Code of Practice BS 8461 has also been completed and copies of all of these three standards are available from the BSI.

Funding for the replacement of unsafe goals is available via the Football Foundation and eligibility criteria and further details can be obtained from their website.

The FA together with representatives from the industry, sports governing bodies and Government have prepared guidance notes for pitch users and pitch providers, which summarise the key priorities of the BSI's Code of Practice and provide further details on the information included above. These details are featured within the facilities section of The FA's website – www.TheFA.com

REMEMBER TO USE GOALPOSTS SAFELY AT ALL TIMES

GOALPOST AND PITCH SIZES

The FA receives many enquiries around pitch and goal sizes suitable for all age groups and therefore recommends the following should be applied where possible:-

Age grouping	Type	Recommended size of Goal Posts		Maximum Recommendation without runoff		Recommended size including runoff (Safety area around pitch)	
		(Height x width) ft	(Height x width) ft	(Length x width) yds	(Length x width) yds	(Length x width) yds	(Length x width) yds
Mini-Soccer U7/U8	5 v 5	6	12	40	30	46	36
Mini Soccer U9/U10	7 v 7	6	12	60	40	66	46
Youth U11/U12	9 v 9	7	16	80	50	86	56
Youth U13/U14	11 v 11	7*	21*	90	55	96	61
Youth U15/U16	11 v 11	8	24	100	60	106	66
Youth U17/U18	11 v 11	8	24	110	70	116	76
Over 18 Senior Ages	11 v 11	8	24	110	70	116	76

Note: County FAs and Leagues may have defined rules for their own competitions and reference should always be made to their handbooks for additional guidance and compliance.

The FA recommends that run-off's for natural grass pitches should be a minimum of 3 yards (or 3 metres) all around the pitch. For those clubs playing in the football pyramid the minimum safety run off is 1.83 metres (6 feet) but ideally at least 2 metres.

The run-off must be of natural grass and must not be of tarmac or concrete construction, with no barriers or obstructions evident within the run-off area. If Football Turf (3G) is to be used as a run-off, this should be constructed to meet the performance standards of full size pitches and be green in colour.

Where pitches neighbour others within a confined area, the minimum run-off between both pitches should ideally be 6 yards to allow for spectators watching either match.

The Laws of the Game may be modified in their application for matches for players of under 16 years of age, for women footballers, for veteran footballers (over 35 years) and for players with disabilities.

Any or all of the following modifications are permissible:-

- (a) the size of the field of play
- (b) the size, weight and material of the ball
- (c) the width between the goalposts and the height of the crossbar from the ground
- (d) the duration of the periods of play
- (e) substitutions

* If a pitch is to be provided for U13/14 it is recommended that 7 x 21 goalposts are provided. However, it should be noted that 8 x 24 would also be acceptable as not all sites will be able to provide specifically for this age group

THIRD GENERATION (3G) FOOTBALL TURF PITCHES

There continues to be significant interest in the use of Third Generation Football Turf Pitches (3G) for clubs in the National League System and below.

Much of this interest, both from leagues and clubs within the non-League pyramid, seeks to understand The FA's position regarding the sanction of these pitches, particularly in FA Competitions.

The FA Board and Council have now approved the use of such pitches in all FA competitions.

- FA CUP
- FA Trophy
- FA Vase
- FA Youth Cup
- FA Women's Super League, FA Women's Premier League, FA Women's Cup and FA WSL Continental Cup
- FA Sunday Cup
- FA County Youth Cup

The use of such pitches is however dependent on compliance with conditions of use – a copy of these is available for download and should be read in association with these notes.

It has been agreed that matches for steps 3 - 7 of the National League System, Womens Super League 1 and FA competitions may be played on 3G Football Turf Pitches that conform to the FIFA 1 star/Quality performance standard, or the equivalent International Artificial Turf Standard (IATS)/ International match standard (IMS). (see specific notes in the league rules relating to steps 1 and 2 and the FA Cup competition rules relating to first round 'proper' fixtures involving professional clubs)

To qualify for use, the pitch must be certified annually as meeting the FIFA 1 Star/Quality or IATS/IMS Standard and listed on the FA's Register of 3G Football Turf pitches. The relevant certificate or report must be supplied to The FA and relevant competition before play is allowed.

3G Football Turf pitches are also allowed to be used for matches below Step 7 (including youth competitions) subject to the pitch meeting the correct performance criteria (relaxed from the FIFA 1 star /Quality standard) and appearing on the FA 3G register. A pitch must be tested (by an accredited test institute) every three years and the certificate or report passed to the FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

Clubs should make their own risk assessment of whether such an installation is plausible or not given their individual circumstances and depending on the volume of use. There is a risk that pitches may deteriorate over time and may not achieve the required standards at each period of retesting especially if the pitch has significant use.

It is suggested that clubs negotiate suitable longevity warranties from the pitch manufacturers to ensure that the pitch will last in line with the club's business plan and intended usage levels. A sinking fund should be established to ensure sufficient funds are available when the surface needs replacing.

Clubs are encouraged to understand the full maintenance required, which may be necessary to validate any warranty. The FA have found that most pitches that fail the performance test have insufficient maintenance. These pitches are not maintenance free and it is recommended that 1 hour maintenance is provided for every 10 hours use. This should increase for high activity use such as youth competitions or school use.

The FA together with representatives from the industry have prepared information regarding the design, installation, construction, maintenance and testing of Football Turf Pitches and The FA Facilities and Investment team can also offer advice to clubs considering installation. This information can be accessed within the facilities section of The FA's website www.TheFA.com.

Mark Pover
National Facilities & Investment Manager
June 2016

GUIDANCE NOTES ON LINE MARKING OF FOOTBALL PITCHES

Various practices have been used in the past for the application of white, or other coloured, lines to football pitches. The objectives of such practices has been to both reduce labour and materials costs whilst endeavouring to keep the lines visible for a greater length of time. Some of these practices have lead to injury and subsequent court action being taken against managers and clubs. You are therefore advised to study the following notes carefully.

A. LEGISLATION

The main governing factors for marking out white lines are the same as that for other routine tasks in the workplace.

1. Duty of Care

Under the Health & Safety at Work Act 1974 every employer has a duty of care to ensure the workplace is safe for their employees, contractors, visitors, players, and spectators.

2. The Control of Substances Hazardous to Health Regulations 2002 (COSHH)

Regulations to prevent ill health from exposure to any hazardous substances present in the workplace.

3. Risk Assessment

You are required to carry out assessments on all tasks carried out in the workplace in relation to the nature of hazard, worst outcome, person(s) at risk, current precautions, estimated risk and further precautions.

If a risk assessment is correctly carried out this will ensure an appropriate line marking material is applied, ensuring best practice and, above all, safety of the groundsperson and players.

It is the duty of all Managers to ensure that all the regulations are adhered to as they are ultimately responsible in the eyes of the law. If line marking is carried out by contractors then a specification should be drawn up to include all the safeguards outlined in these guidance notes. This might also extend to include specifying a particular product however, the contractor should also provide a written risk assessment on the day of the line marking activity.

B. SUITABLE LINE MARKING COMPOUNDS

1. Permanent paints

Based on pigmented viscous liquid. These “paints” can be applied either in a diluted form or neat.

2. Powders

There are various non-toxic whiting powders available which are based on ground natural calcium carbonate and can be used wet or dry. They are safe to use provided COSHH regulations are adhered to. Under COSHH the user would eliminate the risk as much as possible, although in practice this might require the user to wear gloves and eye protection and to wash off any contact with the skin as a precautionary measure. Most powders are supplied in a fine form.

Only materials approved for use as a line marking material on a grass surfaces can be used on football pitches. An example of an illegal material is hydrated Lime (Calcium hydroxide). This should never be used for line marking. It is toxic and can give rise to chemical skin burns and irritations. It can cause serious damage to the eyes and skin on contact in both its dry or wet form. Its use is not approved or recommended under any circumstances.

C. USE OF HERBICIDES TO REINFORCE LINE MARKINGS

Until **The Food and Environment Protection Act, 1985 (FEPA)** was introduced many groundsmen and club members used various herbicides mixed in with whitening compounds to keep the lines in longer and more visible during the winter playing season.

It is, however, only permissible to use a herbicide which is approved for use on sports turf, and this is likely to be a total herbicide. COSHH and a suitable Risk Assessment must be carried out prior to any application. A further legal consideration is that the user must have successfully obtained his/her Certificate of Competence in the Safe Use of Pesticides (PA1, PA2A or PA6A).

Any herbicide product for line marking must be used within the conditions of approval granted under The Control of Pesticide Regulations, 1986 (COPR), and subsequent amendments, and as outlined on the product label. There should be no risk to players by contact or transfer of the active herbicide to any part of the body. A Risk Assessment must always be carried out prior to any use of these materials to a grass surface.

The addition of herbicides to whitening materials is not a recommended practice however, there may be approved products available which might be considered in some circumstances.

Play safe – use only safe and approved materials. Do not use old materials as they may no longer be approved for use.

D. MACHINES AVAILABLE TO MARK LINES

Marking machines fall into the following categories.

1. Dry Line Markers

As the name implies, these are for applying dry powder compounds.

2. Pressure Pump Markers

A wheel driven pump forces marking fluid through a jet or spout directly onto the turf surface.

3. Electric Pump Markers

These are battery driven to constantly maintain the required pressure and direct the liquid onto the turf surface.

4. Belt Feed Markers

These have a moving belt system which conveys a continual supply of liquid onto the turf surface by contact

5. Wheel Transfer Markers

These convey the liquid via rotating wheel onto a tray and then via a sponge wheel directly onto the turf surface.

All of the above markers are obtainable from most sports ground suppliers. Before purchasing any marker have a demonstration first, and ensure you get the right marker for your requirements.

E. USEFUL CONTACTS & INFORMATION

The Control of Substances Hazardous to Health Regulations 2002

<http://www.legislation.gov.uk/uksi/2002/2677/contents/made>

Health and Safety at Work etc. Act 1974

<http://www.legislation.gov.uk/ukpga/1974/37/contents>

Food and Environment Protection Act 1985

<http://www.legislation.gov.uk/ukpga/1985/48>

The Control of Pesticides (Amendment) Regulations 1997

<http://www.legislation.gov.uk/ukxi/1997/188/contents/made>

Guidance for those affected by the Plant Protection Products (Sustainable Use) Regulations 2012:

http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codes-of-practice/Guidance_Sustainable_Use_PPP_Regs_2012.htm

Code of Practice for Using Plant Protection Products available from

<http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codes-of-practice/code-of-practice-for-using-plant-protection-products>

Institute of Groundsmanship (Training Courses)

Tel: 01908 312511 www.iog.org

Health & Safety Executive website

<http://www.hse.gov.uk/>

The Amenity Forum website

<http://www.amenityforum.co.uk>

Suppliers of products

<http://www.iog.org/directory-and-shop/industry-directory/companies>

F. **IMPORTANT NOTE**

These notes are, intended solely to provide helpful guidance for club managers and groundsmen.

The information may vary or change from time to time, as a result of directives issued by governing bodies or government departments.

Whilst every effort has been made to ensure accuracy, the Institute of Groundsmanship cannot at any time or under any circumstances be held liable in respect of any damage or costs of any nature arising directly or indirectly from information contained herein.

LINE MARKING

Multi-line Marking on Single Pitches

FIFA rules stipulate (Law 1 The field of play) that where 3G Football Turf pitches are being used 11v11 adult pitch should be marked in white. Other lines are permitted provided that they are of a different colour and clearly distinguishable. The lines must be of the same width which must not be more than (12cm) 5 inches. The FA have produced guidance documents for natural and football turf pitches that include recommended colours and how pitch dimensions and layouts can be implemented. These documents are available on The FA website.

As a quick guide the following colours are recommended when marking pitches:

Red Mini Soccer U7 & U8 (5v5)

Yellow Mini Soccer U9 & U10 (7v7)

Blue U11 & U12 (9v9)

White other age groups & adult (11v11)

RESPECT

Respect is The FA's response to a clear message from throughout the game that the health of football depends upon high standards of behaviour on and off the pitch.

- **Respect** is a behavioural code for Football
- **Respect** is about recognising that the integrity of the game is more important than the result of the match
- **Respect** is about creating an understanding of what is acceptable and unacceptable behaviour in Football
- **Respect** is about those involved taking responsibility for the consequences of their own actions
- **Respect** is about supporting match officials to do their job. Without them we don't have a game
- **Respect** is not a slogan. It is a collective responsibility of those involved in football to create a fair, safe and enjoyable environment in which the game can take place.

The following Respect Codes of Conduct outline the types of behaviour that will support a fair, safe and enjoyable game in this country. They also identify a range of sanctions which may be taken if these codes are not abided by.

YOUNG PLAYERS – RESPECT CODE OF CONDUCT

When playing football, I will:

- Always play to the best of my ability and for the benefit of my team
- Play fairly – I won't cheat, dive, complain or waste time.
- Respect my team-mates, the other team, the referee or my coach/team manager.
- Play by the rules, as directed by the referee
- Be gracious in victory and defeat – I will shake hands with the other team and referee at the end of the game
- Listen and respond to what my coach/team manager tells me
- Understand that a coach/team manager has to do what is best for the team and not one individual player
- Talk to someone I trust or the club welfare officer if I'm unhappy about anything at my club.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to my team-mates, the other team, referee or team manager
- Receive a formal warning from the coach/team manager or the club committee
- Be dropped or substituted
- Be suspended from training
- Be required to leave the club

In addition:

- My club, County FA or The FA may make my parent or carer aware of any infringements of the Code of Conduct
- The FA/County FA could impose a fine and suspension against my club

SPECTATORS – RESPECT CODE OF CONDUCT

We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game.

Play your part and observe The FA's Respect Code of Conduct for spectators at all times

I will:

- Remember that children play for FUN.
- Applaud effort and good play as well as success.
- Respect the Referee's decisions even when you don't agree with them
- Appreciate good play from whatever team it comes from
- Remain behind the touchline and within the Designated Spectators' Area (where provided)
- Let the coach do their job and not confuse the players by telling them what to do
- Encourage the players to respect the opposition, referee and match officials
- Support positively. When players make a mistake offer them encouragement not criticism
- Never engage in, or tolerate, offensive, insulting, or abusive language or behaviour

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Issued with a verbal warning from a club or league official
- Required to meet with the club, league or CFA Welfare Officer
- Required to meet with the club committee
- Obligated to undertake an FA education course
- Obligated to leave the match venue by the club
- Requested by the club not to attend future games
- Suspended or have my club membership removed
- Required to leave the club along with any dependents

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

COACHES, TEAM MANAGERS AND CLUB OFFICIALS – RESPECT CODE OF CONDUCT

We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game. Play your part and observe The FA's Respect Code of Conduct at all times.

On and off the field, I will:

- Use my position to set a positive example for the young people I am responsible for
- Show respect to others involved in the game including match officials, opposition players, coaches, managers, officials and spectators
- Adhere to the laws and spirit of the game
- Promote Fair Play and high standards of behaviour
- Respect the match official's decision
- Never enter the field of play without the referee's permission
- Never engage in, or tolerate, offensive, insulting or abusive language or behaviour
- Be gracious in victory and defeat

When working with players, I will:

- Place the well-being, safety and enjoyment of each player above everything, including winning
- Never engage in or tolerate any form of bullying
- Encourage each player to accept responsibility for their own behaviour and performance
- Ensure all activities I organise are appropriate for the players' ability level, age and maturity
- Co-operate fully with others in football (e.g. officials, doctors, physiotherapists, welfare officers) for each player's best interests

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Required to meet with the club, league or County Welfare Officer
- Suspended by the club from attending matches
- Suspended or fined by the County FA
- Required to leave or be sacked by the club

In addition:

- My FA Coaching Licence may be withdrawn

MATCH OFFICIALS

We all have a responsibility to promote high standards of behaviour in the game.

The behaviour of the match officials has an impact, directly and indirectly, on the conduct of everyone involved in the game – both on the pitch and on the sidelines.

Play your part and observe The FA's Respect Code of Conduct of match officials at all time.

I will:

- Be honest and completely impartial at all times
- Apply the Laws of the Game and competition rules fairly and consistently
- Manage the game in a positive, calm and confident manner
- Deal with all instances of violence, aggression, unsporting behaviour, foul play and other misconduct
- Never tolerate offensive, insulting or abusive language or behaviour from players and officials
- Support my match official colleagues at all times
- Set a positive personal example by promoting good behaviour and showing respect to everyone involved in the game
- Communicate with the players and encourage fair play
- Respond in a clear, calm and confident manner to any appropriate request for clarification by the team captains
- Prepare physically and mentally for every match
- Complete and submit, accurate and concise reports within the time limit required for games in which I officiate.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my County FA or The FA:

I may be:

- Required to meet with The FA/County FA Refereeing Official
- Required to meet with The FA/County FA Referees Committee

ADULT PLAYERS

We all have a responsibility to promote high standards of behaviour in the game

Play your part and observe The FA's Respect Code of Conduct for players at all times.

On and off the field, I will:

- Adhere to the Laws of The Game
- Display and promote high standards of behaviour
- Promote Fair Play
- Always respect the match official's decisions
- Never engage in public criticism of the match officials
- Never engage in offensive, insulting or abusive language or behaviour
- Never engage in bullying, intimidation or harassment
- Speak to my team-mates, the opposition and my coach/manager with respect.
- Remember we all make mistakes.
- Win or lose with dignity. Shake hands with the opposing team and the referee at the end of every game.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to team-mates, the other team, referee or team manager
- Receive a warning from the coach
- Receive a written warning from the club committee
- Be required to attend an FA education course
- Be dropped or substituted
- Be suspended from training
- Not be selected for the team
- Be required to serve a suspension
- Be fined
- Be required to leave the club

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

DIRECTORY OF COUNTY AND AFFILIATED ASSOCIATIONS

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WILTSHIRE	Kirsty Prior, Units 2/3, Dorcan Business Village, Murdock Road, Dorcan, Swindon SN3 5HY. Kirsty.Prior@wiltshirefa.com
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Note: County Associations' website addresses are in the www.LondonFA.com format.
Email addresses are in the Info@LondonFA.com format.

CLUBS IN FULL MEMBERSHIP

Number on left indicates Division.

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
8 Abingdon Town	Abingdon Town Football Club	Unincorporated
7 AFC Sudbury	AFC Sudbury Limited	500191
10 AFC Wimbledon	AFC Wimbledon Limited	4458490
9 Aldershot Town	Aldershot Town Football Club Limited	8362929
3 Altrincham	Altrincham Association Football Club Limited	176333
1 Annfield Plain	Annfield Plain Association Football Club	Unincorporated
7 Arsenal	The Arsenal Football Club Public Limited Company	109244
1 Ashington	Ashington Football Club	Unincorporated
4 Aston Villa	Aston Villa FC Limited	2502822
7 Aveyley	Aveyley Football Club	Unincorporated
4 Banbury United	Banbury United Community Football Club Limited	RS007135
9 Barnet	Barnet Football Club Limited	1239681
5 Barnsley	The Barnsley Football Club 2002 Limited	4573250
6 Basford United	Basford United Football Club Limited	1583574
9 Basingstoke Town	Basingstoke Town Limited	4259233
8 Bath City	Bath City Football Club Limited	176565
6 Bedford Town	Bedford Town Football Club Limited	4098641
8 Bideford	Bideford AFC (1987) Limited	2113750
7 Billericay Town	Billericay Town Football Club Limited	4172587
1 Billingham Synthonia	Billingham Synthonia Football Club	Unincorporated
4 Birmingham City	Birmingham City Football Club Plc	27318
1 Bishop Auckland	Bishop Auckland Football Club Limited	3373384
9 Bishop's Cleeve	Bishop's Cleeve Football Club Limited	2489097
2 Blackburn Rovers	The Blackburn Rovers Football and Athletic Plc	53482
2 Blackpool	The Blackpool Football Club Limited	48409
1 Blyth Spartans	Blyth Spartans Association Football Club Limited	409564
10 Bognor Regis Town	Bognor Regis Town Football Club	Unincorporated
2 Bolton Wanderers	The Bolton Wanderers Football and Athletic Company Limited	43026
9 Boreham Wood	Boreham Wood Football Club Limited	2533129
5 Bradford City	Bradford City Football Club Limited	5102915
7 Braintree Town	Braintree Town Football Club Limited	2050949
7 Brentford	Brentford FC Limited	3642327
10 Brighton & Hove Albion	The Brighton & Hove Albion Football Club Limited	81077
8 Bristol City	Bristol City Football Club Limited	3230871
8 Bristol Rovers	Bristol Rovers Football Club Limited	51828
10 Bromley	Bromley F. C. (95) Limited	3060560
2 Burnley	The Burnley Football and Athletic Company Limited	54222
4 Burton Albion	The Albion Football Club (Burton on Trent) Limited	488096

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
2 Bury	Bury Football Club Company Limited	53268
5 Buxton	Buxton Football Club Limited	2823127
7 Cambridge City	Cambridge City Football Club Limited	1128850
7 Cambridge United	Cambridge United Football Club Limited	482197
2 Carlisle United	Carlisle United Association Football Club (1921) Limited	175280
6 Carlton Town	Carlton Town Football Club	Unincorporated
10 Charlton Athletic	Charlton Athletic Football Company Limited	1788466
7 Chelmsford City	The Supporters of Chelmsford City Football Club Limited	2957198
7 Chelsea	Chelsea Football Club Limited	1965149
8 Cheltenham Town	Cheltenham Town Association Football Club Limited	324807
9 Chesham United	Chesham United Association Football Club Limited	1017530
5 Chesterfield	CFC 2001 Ltd	4273743
2 Chorley	Chorley Football Club Limited	2959001
9 Civil Service	Civil Service Football Club	Unincorporated
7 Colchester United	Colchester United Football Club Limited	2705301
1 Consett	Consett Association Football Club	Unincorporated
6 Corby Town	Corby Town Football Club (1993) Limited	2779837
10 Corinthian Casuals	Corinthian Casuals Football Club	Unincorporated
3 Crewe Alexandra	The Crewe Alexandra Football Club Company Ltd	62367
1 Crook Town	Crook Town A.F.C.	Unincorporated
10 Croydon	Croydon Football Club Limited	7739066
10 Crystal Palace	CPFC Limited	7270793
7 Dagenham & Redbridge	Dagenham and Redbridge Football Club Limited	6134948
10 Dartford	Dartford F. C. (1992) Limited	2768338
5 Derby County	The Derby County Football Club Limited	49139
5 Doncaster Rovers	Patienceform Limited	3739676
8 Dorchester Town	Dorchester Town Community Football Club Limited	RS007128
10 Dover Athletic	Dover Athletic Football Club Limited	1747066
2 Droylsden	Droylsden Football Club Limited	1220282
10 Dulwich Hamlet	Dulwich Hamlet Football Club Limited	2840930
8 Eastleigh	Eastleigh Football Club Limited	5488155
10 Ebbsfleet United	Ebbsfleet United Football Club Limited	412018
10 Erith and Belvedere	Erith and Belvedere Football Club Limited	509305
3 Everton	The Everton Football Club Company Limited	36624
8 Exeter City	Exeter City A.F.C. Limited	97808
8 Fareham Town	Fareham Town Football Club Limited	2692347
8 Forest Green Rovers	Forest Green Rovers Football Club Limited	6748691
5 Frickley Athletic	Frickley Athletic Football Club Limited	4932518
7 Fulham	Fulham Football Club Limited	2114486
6 Gainsborough Trinity	Gainsborough Trinity Football Club Limited	1004070

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
1 Gateshead	Gateshead Football Club Limited	1329847
10 Gillingham	Gillingham Football Club Plc	39175
5 Glossop North End	Glossop North End Association Football Club Limited	2667422
8 Gloucester City	Gloucester City Association Football Club (1980) Limited	1479143
7 Gorleston	Gorleston Football & Social Club	Unincorporated
6 Grantham Town	Grantham Town Football Club Limited	294783
7 Grays Athletic	Grays Athletic Football Club (1982) Limited	1651326
7 Great Yarmouth Town	Great Yarmouth Town Football Club	Unincorporated
6 Grimsby Town	Grimsby Town Football Club Plc	34760
9 Harrow Borough	Harrow Borough Football Club Limited	334042
1 Hartlepool United	Hartlepool United Football Club Limited	98191
7 Harwich & Parkeston	Harwich and Parkeston Football Club	Unincorporated
9 Hayes & Yeading United	Hayes & Yeading United F.C. Ltd	539373
9 Hemel Hempstead Town	H.H.F.C. Management Services Limited	3419065
9 Hendon	Hendon Football Club (2008) Limited	6732554
9 Hitchin Town	Hitchin Town Football Club Limited	3210431
5 Huddersfield Town	The Huddersfield Town Association Football Club Limited	1771361
5 Hull City	Hull City Tigers Limited	4032392
3 Hyde United	Hyde United Association Football Club Limited	414978
7 Ipswich Town	Ipswich Town Football Club Company Limited	315421
6 Kettering Town	Kettering Town F. C. Management Ltd	2267071
4 Kidderminster Harriers	Kidderminster Harriers Football Club Limited	484523
10 Kingstonian	Kingstonian FC Ltd	4480694
10 Leatherhead	Leatherhead Football Club Limited	3067144
5 Leeds United	Leeds United Football Club Limited	6233875
3 Leek Town	Leek Town Football Club Limited	1297305
6 Leicester City	Leicester City Football Club Limited	4593477
7 Leyton Orient	Leyton Orient Football Club Limited	88982
6 Lincoln City	Lincoln City Football Club Company Limited	45611
3 Liverpool	The Liverpool Football Club & Athletic Grounds Limited	35668
7 Lowestoft Town	Lowestoft Town Football Club	Unincorporated
3 Macclesfield Town	Macclesfield Town Football Club Limited	415853
9 Maidenhead United	Maidenhead United FC Ltd	5691046
2 Manchester City	Manchester City Football Club Limited	40946
2 Manchester United	Manchester United Football Club Limited	95489
6 Mansfield Town	Mansfield Town Football Club Limited	181839
6 March Town United	March Town United Football Club Limited	475040
10 Margate	Margate Football Club Limited	1359836
3 Marine	Marine Association Football Club	Unincorporated
9 Marlow	Marlow Football Club Limited	3525157

<u>Club Playing Name</u>	<u>Entitu Name</u>	<u>Company No.</u>
5 Matlock Town	Matlock Town Football Club	Unincorporated
10 Metropolitan Police	Metropolitan Police Football Club	Unincorporated
1 Middlesbrough	Middlesbrough Football & Athletic Company (1986) Limited	1947851
9 Middlesex Wanderers	Middlesex Wanderers Association Football Club	Unincorporated
7 Millwall	Millwall Football & Athletic Company (1985) PLC	1924222
6 Milton Keynes Dons	Milton Keynes Dons Limited	4787003
2 Morecambe	Morecambe Football Club Limited	224792
3 Mossley	Mossley AFC Limited	2975261
1 Murton	Murton Association Football Club	Unincorporated
3 Nantwich Town	Nantwich Town Football Club Limited	07328670
1 Newcastle United	The Newcastle United Football Company Limited	31014
6 Northampton Town	The Northampton Town Football Club Limited	183917
7 Norwich City	Norwich City Football Club PLC	154044
6 Nottingham Forest	Nottingham Forest Football Club Limited	1630402
6 Notts County	Blenheim 1862 Limited	4789632
2 Oldham Athletic	Oldham Athletic (2004) Association Football Club Limited	4989487
8 Oxford City	Oxford City Football Club (Trading) Limited	3127905
8 Oxford United	Oxford United Football Club Limited	470509
2 Penrith	Penrith Town Football Club	Unincorporated
6 Peterborough United	Peterborough United Football Club Limited	290803
8 Plymouth Argyle	Plymouth Argyle Football Company Limited	07796376
9 Polytechnic	Polytechnic Football Club	Unincorporated
8 Poole Town	Poole Town Football Club (1991) Limited	2609998
2 Preston North End	Preston North End Football Club Limited	39494
7 Queens Park Rangers	The Queens Park Rangers Football & Athletic Club Limited	60094
9 Reading	The Reading Football Club Limited	53703
10 Redhill	Redhill Football Club	Unincorporated
2 Rochdale	The Rochdale Association Football Club Limited	111019
5 Rotherham United	Rotherham United Football Club (RUF) Limited	6550400
6 Scunthorpe United	Scunthorpe United Football Club Limited	123622
1 Shankhouse	Shankhouse Football Club	Unincorporated
5 Sheffield	Sheffield F.C. The Oldest Football Club in the World Est. 1857 Ltd	3088676
5 Sheffield United	The Sheffield United Football Club Limited	61564
5 Sheffield Wednesday	Sheffield Wednesday Football Club Limited	2509978
1 Shildon	The Shildon Association Football Club Limited	103858
4 Shrewsbury Town	Shrewsbury Town Football Club PLC	315587
4 Solihull Moors	Solihull Moors Football Club CIC	9196428
8 Southampton	Southampton Football Club Limited	53301
7 Southend United	The Southend United Football Club Limited	89767

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
3 Southport	Pinewise Limited	1486711
1 Spennymoor Town	Spennymoor Town FC Limited	5002706
9 St Albans City	St. Albans City Football and Athletic Club Limited	1922742
4 Stafford Rangers	Stafford Rangers Football Club Limited	168812
10 Staines Town	Staines Town Football Club Ltd	3533349
3 Stalybridge Celtic	The Stalybridge Celtic Football Club Limited	292254
4 Stoke City	Stoke City Football Club Limited	99885
4 Stourbridge	Stourbridge Football Club Limited	07650054
1 Sunderland	The Sunderland Association Football Club Limited	49116
10 Sutton United	Sutton United Football Club Limited	519334
8 Swindon Town	Swindon Town Football Company Limited	53100
7 Thurrock	Purfleet Football Club Limited	3178069
7 Tilbury	Tilbury Football Club Limited	3966133
10 Tooting & Mitcham United	Tooting & Mitcham Sports & Leisure Limited	4114467
8 Torquay United	Torquay United Association Football Club Limited	175954
7 Tottenham Hotspur	Tottenham Hotspur Football & Athletic Co. Ltd	57186
1 Tow Law Town	Tow Law Town Football Club	Unincorporated
3 Tranmere Rovers	Tranmere Rovers Football Club Limited	118587
9 Uxbridge	Uxbridge Football Club	Unincorporated
4 Walsall	The Walsall Football Club Limited	171970
9 Watford	The Watford Association Football Club Limited	104194
9 Wealdstone	Wealdstone Football Club (2000) Limited	3953962
1 West Auckland Town	West Auckland Town AFC	Unincorporated
4 West Bromwich Albion	West Bromwich Albion Football Club Limited	3295063
7 West Ham United	West Ham United Football Club Limited	66516
8 Weymouth	Weymouth Football Club Limited	199734
1 Whitby Town	Whitby Town Football Club	Unincorporated
1 Whitley Bay	Whitley Bay Football Club Limited	610374
10 Whitstable Town	Whitstable Town Football Club	Unincorporated
2 Wigan Athletic	Wigan Athletic A. F. C. Limited	270043
1 Willington	Willington Association Football Club	Unincorporated
8 Winchester City	Winchester City Football Club	Unincorporated
9 Wingate & Finchley	Wingate & Finchley Football Development Limited	6014465
3 Winsford United	Winsford United Football Club Limited	435726
6 Wisbech Town	Wisbech Town Football Club Limited	304339
3 Witton Albion	Witton Albion Football Club Limited	881890
10 Woking	Woking Football Club Limited	3329172
8 Wokingham & Emmbrook	Wokingham Town Football Club Limited	2392653
4 Wolverhampton Wanderers	Wolverhampton Wanderers Football Club (1986) Limited	1989823
4 Worcester City	Worcester City Football Club Limited	232010
2 Workington	Workington Association Football Club Limited	176420

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
10 Worthing	Worthing Football Club Limited	2729719
9 Wycombe Wanderers	Wycombe Wanderers Football Club PLC	5132509
8 Yeovil Town	The Yeovil Football & Athletic Club Limited	189754
5 York City	York City Football Club Limited	4689338
5 Yorkshire Amateur	Yorkshire Amateur Association Football Club	Unincorporated

CLUBS IN ASSOCIATE MEMBERSHIP

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
Accrington Stanley	Accrington Stanley Football Club Limited	1287721
AFC Bournemouth	AFC Bournemouth Limited	06632170
Alfreton Town	Alfreton Town Football Club Limited	2011224
Anstey Nomads	Anstey Nomads Football Club	Unincorporated
Bamber Bridge	Bamber Bridge Football Club	Unincorporated
Barrow	Barrow Bluebirds Limited	9021088
Barton Rovers	Barton Rovers Football Club	Unincorporated
Boston Town	Boston Phoenix Football Club Limited	2294920
Buckingham Town	Ford Meadow Club	Unincorporated
Burscough	Burscough Football Club Limited	3998165
Bury Town	Bury Town Football Club (1995) Limited	3072392
Cheshunt	Cheshunt Sports & Leisure Limited	7532736
Chippenham Town	Chippenham Town Football Club Limited	4599480
Congleton Town	Congleton Town Limited	2913903
Crawley Town	Crawley Town Football & Social Club Ltd	3858150
Cray Wanderers	Cray Wanderers Football Club Limited	5228510
Curzon Ashton	Curzon Ashton Football Club Limited	IP 29461R
Deal Town	Deal Town Football Club (2001) Limited	4214651
Desborough Town	Desborough Town Football Club	Unincorporated
Dudley Town	Dudley Town Football Club	Unincorporated
Durham City	Durham City Association Football Club Limited	4483009
Eastbourne Borough	Eastbourne Borough Football Club CIC	06658232
Eastbourne Town	Eastbourne Town Football Club	Unincorporated
Eastbourne United	Eastbourne United Football Club	Unincorporated
Ely City	Ely City Football Club Limited	1938033
Gosport Borough	Gosport Borough Football Club Limited	Unincorporated
Guisborough Town	Guisborough Town Football Club	Unincorporated
Guiseley	Guiseley Association Football Club Limited	2629783
Halesowen Town	Halesowen Town Football Club 1873 Limited	07012137
Hampton & Richmond Borough	Hampton and Richmond Borough Football Club Limited	3399857
Harrogate Town	Harrogate Town AFC Limited	2523873
Heanor Town	H.T.F.C. (1986) Limited	2049395
Hednesford Town	Hednesford Town FC Limited	5797992
Hertford Town	Hertford Town Football Club	Unincorporated
Heybridge Swifts	Heybridge Swifts Football Club	Unincorporated
Histon	Histon Football Club Limited	05694326
Hoddesdon Town	Hoddesdon Town Football Club	Unincorporated
Holbeach United	Holbeach United Football Club	Unincorporated
Horsham	Horsham Football Club Limited	1494925

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
Kendal Town	Kendal Town Football Club	Unincorporated
Leamington	Leamington Football Club Limited	1756713
Lincoln United	Lincoln United Football Club	Unincorporated
Luton Town	Luton Town Football Club 2020 Limited	6133975
Maidstone United	Maidstone United Football Club Limited	03720814
Mangotsfield United	Mangotsfield United Football Club Limited	4135426
Newport IW	Newport (IW) Football Club Limited	3454393
Portsmouth	Portsmouth Community Football Club Limited	07940335
Rugby Town	Valley Sports Rugby Association Football Club Limited	2843062
Skegness Town	Skegness Town Association Football Club	Unincorporated
Spalding United	Spalding United Football Club Limited	3444686
Stamford	Stamford Association Football Club Limited	453270
Sutton Coldfield Town	Sutton Coldfield Town Football Club Limited	9080147
Swanage Town & Herston	Swanage Town & Herston Football Club	Unincorporated
Taunton Town	Taunton Town Football Club Limited	1582031
Ware	Ware Football Club	Unincorporated
Welling United	Welling United Football Club CIC	8055420
Welton Rovers	Welton Rovers Football Club Limited	866849
Wembley	Wembley Football Club Limited	2530452
Worksop Town	Worksop Town FC Limited	6188484

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