

## RULES OF THE FA CHALLENGE CUP COMPETITION (“the Competition”)

COVID-19 has created great uncertainty for both football and society at large and The Association is not currently able to predict the impact that COVID-19 will have on the Competition in the **2021/22** season. In the Competition Rules for the 2020/21 season, The Association addressed some of the potential issues that **it considered may have occurred** (both in new Rule 35 and by way of amendments to existing Competition Rules). **In the Competition Rules for the 2021/22 season, The Association has retained some of those amendments and made further changes in order to address some of the potential issues that may still arise.** However, it is possible that further changes will be required to the Competition Rules or associated documents during the season (in particular, to address any guidance issued by the government or Public Health England or any replacement body (“PHE”)). If Competition Rule changes are required, they will be communicated to the Clubs participating in the Competition as soon as reasonably possible.

Any references in these Competition Rules to COVID-19 shall also be deemed to include any alternative coronavirus or epidemic or pandemic affecting the Competition during the **2021/22** season.

### 1. CONTROL OF COMPETITION – RULES AND REGULATIONS

- (a) The ownership, organisation, control and management of the Competition and any rights associated with it of any nature shall be vested entirely and exclusively in The Association.
- (b) The Professional Game Board shall have the power to administer The Association Board’s policy on or deciding on:
  - (i) All administrative and operational issues in relation to the Competition;
  - (ii) The level and conditions for distributions to Clubs;
  - (iii) Draws and representative roles at Competition 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 Competition, including making decisions arising out of the competition and the rules and regulations, accepting entries and making exemptions in relation to the Competition.

The Association Board shall retain and reserve the responsibility for determining all commercial issues (including the sale and exploitation of sponsorship, broadcasting and licensing rights), any decisions relating to the structure, format and regulation of the Competition and the drafting of rules and regulations of the Competition. The Association Board may amend the Competition Rules from time to time (to include, for the avoidance of doubt, where the Competition has commenced in the relevant season).

Unless explicitly provided for within the Competition Rules definitions of terms used within the Competition Rules are those included within the Rules of The Association for the relevant season.

- (c) All Clubs and Players participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules).
- (d) The Professional Game Board shall have the power to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including as to eligibility and qualification) which shall be final and binding on all Participants in the Competition. In relation to these and any other matters relating to the Competition but not specifically mentioned in the Competition Rules, the Professional Game Board shall have the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and following such procedures as it considers appropriate and such shall, subject to Rule 32, be final and binding on all Participants. In considering such matters, the Professional Game Board shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.
- (e) The Professional Game Board may, at its sole discretion, appoint from time to time a Committee to take such action and make such decisions, orders, and rulings and impose penalties on its behalf which shall be deemed decisions of the Professional Game Board.

- (f) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by The Association in writing.
- (g) In addition to any other action or penalty, the Professional Game Board shall have the power to disqualify any competing Club, or Player for any competing Club(s), which it determines to have breached the Rules of The Association or the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules), and the decision of the Professional Game Board shall, subject to Rule 32, be final and binding.

## **2. CONTROL OF COMPETITION - COMMERCIAL CONTRACTS**

- (a) In relation to each match in the Competition, The Association shall itself be exclusively entitled to, or otherwise to authorise or grant to others, rights of access to and attendance at the ground of the Home Club ("Access Rights") for the purposes of transmitting or filming or otherwise recording on or by any media, any audio and/or visual materials depicting or describing all or any part or parts of a match (the "Copyright Materials").
- (b) In relation to each match in the Competition, The Association shall itself be exclusively entitled throughout the world, or to grant to or otherwise authorise others:
  - (i) on a live, delayed, recorded or highlighted basis to broadcast or otherwise transmit by any method whatsoever (now known or hereinafter devised) the Copyright Materials by way of any and all forms of television or similar technology (now known or hereinafter devised) including, without limitation, free to air television, pay television, pay per view, "not-video-on-demand" internet or other on-line media and "video-on-demand" (the "Television Rights").
  - (ii) on a live or delayed basis to broadcast or to otherwise transmit the Copyright Materials (or audio) by way of radio broadcast or internet, or other on-line media or similar technology (now known or hereinafter devised) (the "Radio Rights").
  - (iii) to use, sell, publish, distribute and otherwise exploit the Copyright Materials in any manner whatsoever including, without limitation, clip licensing, videos, videograms, CD Rom, CDI, internet or other on-line media (the "Footage Rights").
- (c) In relation to each match in the Competition, The Association shall be exclusively entitled, either by itself or to authorise others, to use sell or otherwise exploit all commercial and other marketing rights associated with the Competition including, without limitation, fixture list copyright, sponsorship, supplier rights, licences, perimeter board branding or other commercial arrangements (the "Marketing Rights") and Clubs shall comply at all times with The FA Cup Commercial Regulations as amended and in force from time to time ("the Commercial Regulations"). To the extent that there is a potential breach of the Commercial Regulations, the matter shall be referred to the Professional Game Board for determination.
- (d) Clubs shall comply with the terms of all contracts entered into by The Association from time to time in relation to Access Rights, the Television Rights, the Radio Rights, the Footage Rights and the Marketing Rights (collectively the "Commercial Contracts") in relation to the Competition.
- (e) Clubs shall provide access to grounds and provide all other rights, facilities and services as may be necessary to enable The Association to fulfil the Commercial Contracts and as may be communicated to Clubs in the Commercial Regulations.
- (f) The Clubs acknowledge that The Association may issue more detailed rules and regulations regarding the provisions of the Commercial Contracts (including, but not limited to in relation to, broadcasting, perimeter board advertising, interview backdrops, centre circle banners, side of goal mats, substitute/added time boards, tickets and match programmes) and the Clubs agree that they shall be bound by such rules and regulations as amended from time to time by The Association.
- (g) Each Club undertakes to indemnify and keep indemnified The Association and its officers, directors, employees and authorised representatives from and against any claims for direct or consequential loss or damage by any party to a Commercial Contract caused or otherwise attributable to any failure or any breach by the Club fully to perform or observe its obligations and responsibilities under these provisions.

- (h) Nothing in the above shall be construed or interpreted so as to prevent or restrict Clubs, subject to applicable FIFA, UEFA or other rules or regulations or decisions of The Association, from entering into commercial arrangements in relation to matches in the Competition which do not in any way conflict with the Commercial Contracts and duties of Clubs as set out herein (and in any other rules or regulations issued by The Association in accordance with this paragraph).
- (i) In relation to the Commercial Contracts, The Association shall make provision for payments to Clubs as it shall from time to time consider appropriate.

### **3. NAME / LOGO AND IMAGES OF THE COMPETITION AND IMAGES OF THE TROPHY**

- (a) The Competition shall be called 'The Football Association Challenge Cup' and should be marketed under the title 'The Emirates FA Cup' (the "official title") unless determined otherwise by the Professional Game Board from time to time or as communicated in the Commercial Regulations.
- (b) Each Club shall include the Official Title at least once on all materials produced by or on behalf of it which relate to the Competition (including, but not limited to, tickets, programmes, press releases and (where possible) scoreboard displays) and (where possible) shall refer to the Official Title at least once over (any) public address system operating on the day of each FA Cup match.
- (c) The Association shall from time to time issue a FA Cup Logo. The FA Cup Logo may incorporate branding for the lead FA Cup sponsor.
- (d) In the Competition Proper, each participating Club shall include The FA Cup Logo on all FA Cup communication materials produced by or on behalf of it (including, but not limited to, the front page of each FA Cup match programme, match tickets (if it is not possible to include The FA Cup Logo on tickets the Club shall include a reference to the Official Title), fixture posters, stadium giant screens (if any) and Club websites).
- (e) The Association will from time to time issue images of The FA Cup to Clubs. The ribbons attached to The FA Cup in the image will incorporate branding for the lead FA Cup Sponsor.
- (f) If a Club wishes to use an image of The FA Cup it shall use the image issued by The Association and will follow any directions issued by The Association in relation to the use of such image.

### **4. ORGANISATION OF THE COMPETITION**

- (a) There shall be a Qualifying Competition and a Competition Proper.
- (b) The Competition Proper shall consist of the following numbers of Clubs:
  - (i) 92 Clubs selected by the Professional Game Board and exempted from playing in the Qualifying Competition.
  - (ii) 32 Clubs from the Qualifying Competition.
- (c) The Qualifying Competition shall consist of all Clubs admitted to participate in the Competition, in accordance with Rule 5, except the 92 Clubs referred to in Rule 4(b)(i)
- (d) Exemption from Rounds of Competition:
  - (i) Premier League and English Football League Championship Clubs shall be exempted until the Third Round of the Competition Proper.
  - (ii) Football League 1 and English Football League 2 Clubs shall be exempted until the First Round of the Competition Proper.
  - (iii) FA National League System Step 1 Clubs shall be exempted until the Fourth Round of the Qualifying Competition.
  - (iv) FA National League System Step 2 Clubs shall be exempted until the Second Round of the Qualifying Competition.
  - (v) FA National League System Step 3 Clubs shall be exempted until the First Round of the Qualifying Competition.

- (vi) FA National League System Step 4 Clubs shall be exempted until the Preliminary Round of the Qualifying Competition.
- (e) The Qualifying Competition shall be played on a geographical basis.
- (f) The Professional Game Board shall have the power to vary these arrangements within Rule 4 if it is deemed necessary.

## 5. ELIGIBLE CLUBS

- (a) Participation in the Competition shall be open to the first team only from Clubs competing in The FA Premier League, English Football League and in Steps 1-6 of The FA National League System subject to the ground conforming to the requirements of Competition Rule 13.
- (b) Entries from Clubs affiliated to off-shore Associations in Steps 1-6 of The FA National League System will be considered on an annual basis and, if accepted, special provisions may apply to such Clubs as contained in Appendix 2.
- (c) A Club not participating in The Premier League or English Football League Competitions must be competing in either The FA Challenge Trophy or The FA Challenge Vase Competitions in the current season as well as competing in a League for the current season which is considered to be acceptable for entry into the Challenge Cup Competition as per Rule 5(a), in order to be eligible for participation in the Competition.
- (d) The Professional Game Board may reject the application of any Club to participate in the Competition at its entire discretion.
- (e) A Club which has been allowed to participate in the Competition may not assign or otherwise transfer the ability/right to participate without the prior written approval of the Professional Game Board. A request for transfer must be in writing, setting out the details of the intended transferee and the reason for the transfer. The decision whether or not to approve a transfer shall be made by the Professional Game Board at its absolute discretion. In considering a request for transfer the Professional Game Board may assess the request from any Club allowed to participate in the Competition in relation to the minimum requirements set out at Rule A3.7 of The Association for that season. The Professional Game Board may use the requirements of Rule A3.7 and any other conditions in its absolute discretion in deciding whether to approve the request. A transfer shall be granted only on condition that the transferee shall be treated for the purposes of these Competition Rules and the Rules of The Association as being the same entity as the transferor.
- (f) If a Club is removed from the League in which it is playing or its League fixtures are suspended, once it has been accepted into the Competition, The Professional Game Board has the power to remove the Club from the Competition.
- (g) If any Club or Parent Undertaking (as defined at Section 1162 Companies Act 2006) of that Club when applying to enter the Competition, or at any time during the course of the Competition becomes subject to any of the following insolvency events:
  - (i) enters 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
  - (ii) lodges 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
  - (iii) 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 Professional Game Board, are material to the Club's ability to fulfil its obligations under the rules of the Competition; or

- (iv) shareholders pass a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (v) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (vi) 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
- (vii) Ceases or forms 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 Professional Game Board; or
- (viii) Being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (i) to (vii) above;

that Club must notify the Professional Game Board immediately in writing. The Professional Game Board will (at its absolute discretion) then decide whether to accept the application and/or allow that Club to continue to compete in the Competition and may set any terms and conditions in relation to that Club's ongoing participation in the Competition.

- (h) A Club that through the Competition qualifies for a UEFA Competition for the following season must adhere to the rules and licensing requirements of UEFA applicable to that season.
- (i) Clubs must provide, to The Association, when requested by The Association, a declaration from the local enforcing authority or Police that ties are able to be staged at the capacity stated on the entry form.
- (j) Clubs must comply with any guidance issued by The Association or the league the Club participates in (as amended and in force from time to time) regarding the permitted number of spectators, or percentage of ground capacity, for any match to be played by the Club. If The Association receives evidence suggesting that the Club intends to exceed the numbers specified in that guidance for any match in the Competition and/or has disregarded the relevant guidance, (i) The Association will decide whether to allow the match to be played and (ii) the matter shall be referred to the Professional Game Board (or a subcommittee of the same) to determine whether to impose a sanction against the Club. Clubs shall not be permitted to sell more tickets for a match in the Competition than they would be permitted to sell for a league match at the relevant point in time.

## **6. ENTRY DATE**

- (a) A Club wishing to participate in the Competition must complete the application and payment process on or before 1 April in the season previous to the season in which such Club proposes to compete in the Competition. A Club that is either a Full or Associate Member of The Association who fail to pay The Association's Membership subscriptions by 1 August may be subject to removal from the Competition.
- (b) Clubs entering the Competition will be required, on the closing date for entries to have the following in place:
  - Annual accounts prepared in accordance with the Rules of The Association as are in force from time to time.
  - An up to date set of Memorandum and Articles/Club Rules.
  - A bank account in the name of the legal entity of the Club entered into the Competition.

Clubs may be required to provide evidence of the above to The Association at any stage. Clubs found to have failed to adhere to these Regulations may be subject to sanction by The Association.

## **7. PROVISIONS FOR WITHDRAWING FROM THE COMPETITION**

- (a) Any Club intending to withdraw from the Competition must notify its intention to do so to The Association and the opposing Club, (i) as soon as reasonably possible if the reason for

withdrawal relates to COVID-19 or (ii) not less than eight days before the date fixed for playing the match in any other circumstances.

- (b) A Club failing to comply with this shall be reported to the Professional Game Board, who shall have power to compel such offending Club to pay the expenses incurred and to take such other action as the Professional Game Board considers appropriate.
- (c) If a Club decides to withdraw from the Competition after a **drawn**, postponed or abandoned match, notice must be given to The Association and its opponent at the end of the match or as soon as possible after the match has been postponed.
- (d) A Club failing to give satisfactory reason for withdrawing from the Competition shall in addition to any other action considered appropriate not be allowed to enter the Competition in the following season and shall be liable to such fine as the Professional Game Board considers appropriate.
- (e) Where a Club fails to fulfil any fixture the Professional Game Board shall take such action as it deems appropriate.
- (f) If a Club may not be able to compete in a match on the date scheduled for the match for reasons due to COVID-19 (including but not limited to on the basis that a significant number of its players **are self-isolating**), it must inform The Association as soon as it becomes aware of the relevant circumstances. In such circumstances, and subject to Rule 11 below, the Professional Game Board shall take such action as it deems appropriate (in its absolute discretion).

## 8. DRAWS FOR ROUNDS AND KICK OFF TIMES

- (a) The Clubs competing in each Round of the Competition shall be drawn in couples (and The Association may conduct draws for more than one Round of the Competition at the same time). The couples shall play a match subject to the Laws of the Game. The winners will compete in the next Round, the ties of which will be drawn in the same manner. This shall be continued until the Final of the Competition.
- (b) After the draw for each Round is made, notice shall be given to each Club of the name of its opponent Club, and the date and time when the match shall be played. All matches in each Round shall be played on such date as the Professional Game Board shall determine.
- (c) The time of kick-off shall be 3.00pm for matches on a Saturday or Sunday and 7.45pm for weekday matches unless mutually agreed otherwise, subject to the approval of the Professional Game Board. In any event, the Professional Game Board shall have the power to order that a kick-off time is changed, as it deems appropriate.
- (d) If, at the request of the Police and/or local enforcement authority, a match cannot be played on the date fixed then that match will be automatically rescheduled to the following day unless otherwise directed by The Association.
- (e) Any late kick-off shall be reported by the Referee to The Association and the Professional Game Board shall have power to impose a fine. For a first offence by a club on a live broadcast tie in Rounds 1 and 2 of the Competition Proper a fine of up to £1,000 may be imposed and on live broadcast ties from Round 3 onwards a fine of up to £5,000 may be imposed.
- (f) Immediately following publication by The Association of the draw for each Round (or the date at which the Home Club's participation in the relevant fixture is confirmed, whichever is later) the Club first drawn must communicate with the opposing Club to agree **upon a date for any replay in accordance with Competition Rule 11, and notify The Association of the date agreed by the two Clubs and all other necessary details** regarding the match by completing the Match Arrangement Form which must be received by The Association and away Club within seven days of the date of the draw (or the date at which the Home Club's participation in the relevant fixture is confirmed, whichever is later). The Match Arrangement Form is to be signed by a Director or Secretary of the relevant Clubs. **The date for any replay agreed by the two Clubs remains subject to the further consent of the Professional Game Board in accordance with Competition Rule 11.**

## 9. VENUE FOR MATCHES

(a) *Venue*

- (i) The venue of each match (save for the Semi-Finals or Final which will be played at venues selected by The Association) will be that of the first named Club. Subject to Competition Rules 9(a)(ii), 9(a)(iii) and 11 such match shall be played on that ground unless the consent of the Professional Game Board has been obtained to any change of venue or the Professional Game Board has directed that there should be a change of venue. **In the case of a replay, subject to Competition Rules 9(a)(ii), 9(a)(iii), the match shall be played on the ground of the second drawn Club, unless the consent of the Professional Game Board has been obtained to any change of venue.**

- (ii) For a tie to be played on the ground of a Club outside The FA Premier League or English Football League playing a Club from The FA Premier League or The English Football League, the Home Club shall take all necessary steps to liaise with the local enforcing authority and/or Police to assess the suitability from a safety or security point of view of staging a tie at the ground. Any such assessment shall be completed within three days of the date of the Draw (or the date at which the Home Club's participation in the relevant fixture is confirmed, whichever is later) or such longer period as shall be agreed by The Association.

The Home Club shall forthwith notify the outcome of the assessment to The Association along with such documentation supporting the assessment as may be required by The Association.

The Association will decide whether to allow and require the match to be played at such ground or not, taking into account the assessment and any supporting documentation.

In the event that The Association allows and requires the match to be played at that ground, the Away Club may still lodge a protest under the provision of Competition Rule 9(b) if applicable.

In the event that The Association decides not to allow the match to be played at that ground then the first alternative ground shall be the nearest ground considered suitable by the local enforcing authority and/or Police (taking into account all relevant circumstances) subject to the agreement of the Professional Game Board.

- (iii) In any event, the Professional Game Board shall have the power to order that any match be played on an alternative ground or date, including a Sunday, if it is considered appropriate and necessary. For ties switched from the ground of the Club first drawn, then the Professional Game Board shall determine the financial conditions in which the tie shall be played and this may include, any excess receipts to be paid into the Pool.
- (iv) No monetary or other consideration shall be asked for, offered or paid in connection with negotiations for a change of venue.
- (v) Any Club with a tie switched after declaring that the ground has been authorised to a capacity agreed with the local enforcing authority or Police may be refused entry into the Competition for the following season and be subject to such other action as the Professional Game Board shall deem necessary.

(b) *Protests Regarding the Suitability of Ground*

- (i) A Club may protest to the Professional Game Board that the ground of the Home Club is unsuitable for the match. Such protest must be made to the Professional Game Board and must be accompanied by a fee of £250, which may be forfeited if the protest is not sustained.
- (ii) The Professional Game Board shall have the power to consider the protest in such manner and following such procedures as it considers appropriate. The Professional Game Board may amongst other things order the match to be played on the ground of the protesting Club, or on a neutral ground. The payment of the costs incurred by either Club or The Association incidental to the protest shall be at the discretion of the Professional Game Board.

**10. DURATION OF MATCHES**

- (a) The duration of each match shall be 90 minutes **except in special cases, provided for in these Competition Rules, where an extra 30 minutes shall be played.** The Referee shall allow for time wasted or lost through accident or other cause. The Referee is the sole judge of allowance of time whether lost through accident or other cause and his decision on this matter is not subject to appeal.
- (b) The half-time interval shall be 15 minutes for all ties in the Competition.
- (c) Both teams shall enter the field of play together five minutes prior to the kick-off time, along with the Match Officials.

**11. REPLAYS, RESCHEDULED, POSTPONED AND ABANDONED MATCHES (MATCHES PLAYED PRIOR TO THE ~~FIFTH~~ **THIRD** ROUND PROPER OF THE COMPETITION)**

- (a) **Replays**
  - (i) When a first match has resulted in a draw, it shall be replayed on the ground of the Club drawn second:
    - in the Qualifying Competition – as directed by The Association;
    - in the Competition Proper – as directed by The Association.
  - (ii) When a replayed match is drawn after 90 minutes, an extra 30 minutes shall be played and 15 minutes shall be played in each half.
  - (iii) If the score is still level at the end of extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.

*In the Qualifying Competition, there will be three consecutive ‘windows’ for playing matches, and only certain matches may be played in each ‘window’, as follows:*

<b>Window (Dates)</b>	<b>Matches</b>	<b>Relevant Rule</b>
<b>First Window (Friday-Sunday)</b>	<ul style="list-style-type: none"> <li>• <b>First matches only</b></li> </ul>	<b>See Rule 11(b) below.</b>
<b>Second Window (Monday-Thursday immediately following First Window)</b>	<ul style="list-style-type: none"> <li>• <b>A postponed first match originally scheduled to be played in the First Window.</b></li> <li>• <b>A replay of a first match played and drawn in the First Window</b></li> </ul>	<b>See Rule 11(c) below.</b>  <b>See Rule 11(d) below.</b>
<b>Third Window (Monday-Thursday immediately following Second Window)</b>	<ul style="list-style-type: none"> <li>• <b>A replay of a first match played and drawn in the Second Window.</b></li> <li>• <b>A postponed replay originally scheduled to be played in the Second Window</b></li> </ul>	<b>See Rule 11(e) below.</b>  <b>See Rule 11(f) below.</b>

**Whether or not a match may be postponed for COVID-19 related reasons will be determined by The Association with reference to any applicable policy in force from time to time. For the avoidance of doubt, references to postponed matches in the table above (and in the Rules which follow) are to those matches postponed for reasons related to COVID-19 or any other reason that leads to the match being postponed.**



**(b) First Window: First Matches**

- (i) The default date for playing a match in a round in the Qualifying Competition is Saturday, but the competing Clubs can agree to play the match on any day between the Friday and Sunday of that weekend (“First Window”). The consent of The Association must be obtained to play the match on a date other than the default date (subject to Rule 11(b)(ii) below).
- (ii) If the Home Club has a ground sharing agreement, the match cannot be played at the Home Club’s ground on the Saturday and the Clubs cannot agree on another day within the First Window, the default date for playing that match shall be the Sunday within the First Window. The Clubs do not need to obtain the consent of The Association to play the match on that date.
- (iii) If the competing Clubs are not able to play the match at the ground of the Home Club on the default or agreed date (as applicable) within the First Window, due to COVID-19 or for any other reason which would otherwise lead to the match being postponed, the competing Clubs can agree to:

  - (1) play the match at the ground of the Away Club on the default or agreed date (as applicable) within the First Window;
  - (2) play the match at an alternative venue on the default or agreed date (as applicable) within the First Window (in accordance with Rule 9(a)(i)); or
  - (3) play the match at the ground of the Home Club, the ground of the Away Club or an alternative venue (in accordance with Rule 9(a)(i)) on another date in the First Window (where possible),

provided that in each case the consent of The Association has been obtained.
- (iv) Save for where the match is postponed (in which case Rule 11(c) below shall apply), if one or both of the competing Clubs are not able (or willing) to play the match on a date in the First Window, the Clubs will have no further opportunity to play the match and the Professional Game Board (or a subcommittee of the same) shall determine the consequences for one or both Clubs in accordance with Rule 11(g)(i) or Rule 11(g)(ii) (as applicable).

**(c) Second Window: Postponed First Matches**

- (i) The default date for playing a match postponed in the First Window is the Tuesday immediately following the First Window, but the competing Clubs can agree to play the match on any day between the Monday and Thursday immediately following the First Window (“Second Window”). The consent of The Association must be obtained to play the match on a date other than the default date.
- (ii) If the competing Clubs are not able to play the match at the ground of the Home Club on the default or agreed date (as applicable) within the Second Window, due to COVID-19 or for any other reason which would otherwise lead to the match being postponed, the competing Clubs can agree to:

  - (1) play the match at the ground of the Away Club on the default or agreed date (as applicable) within the Second Window;
  - (2) play the match at an alternative venue on the default or agreed date (as applicable) within the Second Window (in accordance with Rule 9(a)(i)); or
  - (3) play the match at the ground of the Home Club, the ground of the Away Club or an alternative venue (in accordance with Rule 9(a)(i)) on another date in the Second Window (where possible),

provided that in each case the consent of The Association has been obtained.
- (iii) If one or both of the competing Clubs are not able (or willing) to play the match on a date in the Second Window, the Clubs will have no further opportunity to play the match and the

Professional Game Board (or a subcommittee of the same) shall determine the consequences for one or both Clubs in accordance with Rule 11(g)(i) or Rule 11(g)(ii) (as applicable).

**(d) Second Window: Replays of a First Match Played in the First Window**

- (i)** The default date for replaying a match drawn in the First Window is the Tuesday immediately following the First Window, but the competing Clubs can agree to play the match on another day in the Second Window. The consent of The Association must be obtained to play the match on a date other than the default date.
- (ii)** If the competing Clubs are not able to play the replayed match at the ground of the Club drawn second on the default or agreed date (as applicable) within the Second Window, due to COVID-19 or for any other reason which would otherwise lead to the match being postponed, the competing Clubs can agree to:
  - (1)** play the match at the ground of the Club drawn first on the default or agreed date (as applicable) within the Second Window;
  - (2)** play the match at an alternative venue on the default or agreed date (as applicable) within the Second Window (in accordance with Rule 9(a)(i)); or
  - (3)** play the match at the ground of the Club drawn second, the ground of the Club drawn first or an alternative venue (in accordance with Rule 9(a)(i)) on another date in the Second Window (where possible),provided that in each case the consent of The Association has been obtained.
- (iii)** Save for where the replayed match is postponed (in which case Rule 11(f) below shall apply), if one or both of the competing Clubs are not able (or willing) to play the replayed match on a date in the Second Window, the Clubs will have no further opportunity to play the replayed match and the Professional Game Board (or a subcommittee of the same) shall determine the consequences for one or both Clubs in accordance with Rule 11(g)(i) or Rule 11(g)(ii) (as applicable).

**(e) Third Window: Replays of a First Match Played in the Second Window**

- (i)** The default date for replaying a match drawn in the Second Window is the Tuesday immediately following the Second Window, but the competing Clubs can agree to play the match on any day between the Monday and Thursday immediately following the Second Window (the "Third Window"). The consent of The Association must be obtained to play the match on a date other than the default date.
- (ii)** If the competing Clubs are not able to play the replayed match at the ground of the Club drawn second on the default or agreed date (as applicable) within the Third Window, due to COVID-19 or for any other reason which would otherwise lead to the match being postponed, the competing Clubs can agree to:
  - (1)** play the match at the ground of the Club drawn first on the default or agreed date (as applicable) within the Third Window;
  - (2)** play the match at an alternative venue on the default or agreed date (as applicable) within the Third Window (in accordance with Rule 9(a)(i)); or
  - (3)** play the match at the ground of the Club drawn second, the ground of the Club drawn first or an alternative venue (in accordance with Rule 9(a)(i)) on another date in the Third Window (where possible),provided that in each case the consent of The Association has been obtained.
- (iii)** If one or both of the competing Clubs are not able (or willing) to play the replayed match on a date in the Third Window, the Clubs will have no further opportunity to play the replayed match and the Professional Game Board (or a subcommittee of the same) shall determine

the consequences for one or both Clubs in accordance with Rule 11(g)(i) or Rule 11(g)(ii) (as applicable).

**(f) Third Window: Replays Postponed in Second Window**

- (i)** The default date for playing a replay postponed in the Second Window is the Tuesday immediately following the Second Window, but the competing Clubs can agree to play the match on any day in the Third Window. The consent of The Association must be obtained to play the match on a date other than the default date.
- (ii)** If the competing Clubs are not able to play the match at the ground of the Club drawn second on the default or agreed date (as applicable) within the Third Window, due to COVID-19 or for any other reason which would otherwise lead to the match being postponed, the competing Clubs can agree to:
  - (1)** play the match at the ground of the Club drawn first on the default or agreed date (as applicable) within the Third Window;
  - (2)** play the match at an alternative venue on the default or agreed date (as applicable) within the Third Window (in accordance with Rule 9(a)(i)); or
  - (3)** play the match at the ground of the Club drawn second, the ground of the Club drawn first or an alternative venue (in accordance with Rule 9(a)(i)) on another date in the Third Window (where possible),

provided that in each case the consent of The Association has been obtained.

- (iii)** If one or both of the competing Clubs are not able (or willing) to play the match on a date in the Third Window, the Clubs will have no further opportunity to play the match and the Professional Game Board (or a subcommittee of the same) shall determine the consequences for one or both Clubs in accordance with Rule 11(g)(i) or Rule 11(g)(ii) (as applicable).

**(g) Professional Game Board Determinations**

- (i)** If one of the competing Clubs is not able (or willing) to compete in a match during its designated window, that Club shall submit the reasons why it was not able or willing to compete in the match to the Professional Game Board. The Professional Game Board (or a subcommittee of the same) shall determine (at its absolute discretion): (1) how to apportion any prize money between the competing Clubs in respect of the match and (2) whether the Club shall be deemed to have forfeited the match and withdrawn from the Competition. Where a Club is withdrawn from the Competition, subject to Rule 35, its opponent shall be deemed eligible to compete in the next round of the Competition.
- (ii)** If both of the competing Clubs are not able (or willing) to compete in a match during its designated window, each Club shall submit the reasons why it was not able or willing to compete in the match to the Professional Game Board. The Professional Game Board (or a subcommittee of the same) shall determine (at its absolute discretion): (i) how to apportion any prize money between the Clubs and (ii) whether one or both of the competing Clubs shall be deemed to have forfeited the match and withdrawn from the Competition. Where one Club is withdrawn from the Competition, subject to Rule 35, its opponent shall be deemed eligible to compete in the next round of the Competition. Where both Clubs are withdrawn from the Competition, subject to Rule 35, there will be one bye in the next round of the Competition.

*Competition Proper*

- (h)** In the Competition Proper (subject to Rule 9(a)(iii) and Rule 11(i)):
  - (i)** where the date fixed for playing the Round is a weekend date, the default date is the Saturday; and

- (ii) where the date fixed for playing the Round is a weekday date, the default date is the Wednesday.
- (i) If the Home Club has a ground sharing agreement and the match cannot be played at the Home Club's ground on the default date for the Round, the competing Clubs can agree to play the match the day before or after the default date for the Round. If the Clubs cannot agree on a day, the default date shall be the Sunday or **Tuesday** (as appropriate), unless the Professional Game Board decides otherwise, and the Clubs do not need to obtain the consent of The Association to play the match on that date.

#### *Rescheduled/Postponed Games*

- (j) If the competing Clubs are not able to play the match on the scheduled date due to COVID-19 or for any other reason, the match shall be played as directed by the Professional Game Board and/or the Professional Game Board shall take such action as it deems appropriate (in its absolute discretion).
- (k) *Abandoned Matches*  
When any match has been abandoned after it has commenced but before it has been completed, the Professional Game Board shall deal with the matter as it sees fit in its absolute discretion.
- (l) The Professional Game Board shall have the power to vary these arrangements if it is deemed necessary.
- (m) Clubs must ensure that the local enforcing authority and/or police are made aware as soon as possible of any potential dates for **replays or** rearranged matches resulting from postponements or abandonments. If problems are envisaged with arrangements for a match The Association should be informed as soon as the potential problems are identified.

## 12. REPORTING RESULTS

- (a) Each Club shall confirm the result of the match, with the names of their players competing and goal scorers, together with the marking of the Referee's performance to be received at The Association within two days of the match, Sundays not included.
- (b) In the Qualifying Competition, each Club shall communicate the result and other details as required to The Association and designated press agencies immediately after the end of the match, according to the instructions issued prior to the match.

## 13. FACILITIES AND EQUIPMENT

### (a) *3G Football Turf*

3G football turf may only be used in the Competition provided conditions (i) to (iv) below have been met (the "Performance Standard"):

- (i) In any tie not involving a Premier League or English Football League club the pitch must be surfaced with 3G football turf that has laboratory type approval according to the FIFA Quality Concept for Football Turf (2012 & 2015 editions) – to a minimum of FIFA Recommended One Star/Quality level and must have satisfied the performance and construction requirements at the time of its most recent annual assessment.
- (ii) In any tie involving a Premier League or English Football League club the pitch must be surfaced with 3G football turf that has laboratory type approval according to the FIFA Quality Concept for Football Turf (2012 & 2015 Editions) – to a minimum of FIFA Recommended Two Star/FIFA Quality Pro level and must have satisfied the performance and construction requirements at the time of its most recent annual assessment.
- (iii) The 3G football turf pitch must be listed on The Association's register of 3G football turf pitches by no later than 31 July prior to the commencement of the Competition.
- (iv) Where a 3G football turf pitch is not yet listed on The Association's register (for example if it is a newly installed pitch), a club must obtain a Performance Test Certificate and

submit it to The Association by no later than 31 July prior to the commencement of the Competition.

- (v) The Association reserves the right to instruct a club to have its pitch tested at any time in order to ensure that it meets the Performance Standard. All such tests shall be at the Club's expense.
- (vi) The Association may order a tie to be played at an alternative venue where it is not satisfied the pitch meets the Performance Standard.
- (vii) The 3G football turf, including run-offs, shall be one continuous playing surface and shall be green in colour at least one metre from the outer edge of the touchline and goal line. All line markings shall be in accordance with the Laws of Association Football.
- (viii) The home Club shall allow their opposition the opportunity to use the pitch and train on the surface two hours prior to the kick-off and there must not be another game or event on the pitch following the training period. If it is intended to water the pitch before the match, the pitch shall be watered prior to the training period.
- (ix) The Club using the 3G football turf shall advise their opposition at least 10 days before the match of limitations or recommendations on the types of boot or stud that may be used on the surface.
- (x) The Club shall provide all necessary assistance and data relating to player assessments, injury records, maintenance etc as requested by The Association, FIFA or UEFA.

(b) *Ground Facilities*

- (i) Subject to any assessment pursuant to Rule 9 above Clubs outside of The Premier League and English Football League must have a ground where all home First Team League matches are played which fully conforms to a category 'G' Grade of The FA National Ground Grading (appropriate to Step 6 of The FA National League System) or higher as contained in Appendix 1.
- (ii) The consumption of alcohol in the ground or premises during the period of a match shall be subject to the terms of the Club licence agreement and the Sporting Events (Control of Alcohol) Act 1985 and/or any successor legislation. Glasses, glass bottles, or cans containing alcohol are not permitted outside of the Clubhouse and must not be brought into grounds.
- (iii) Goal Line Technology shall be available to assist the Match Official where a tie is played at a ground where Goal Line Technology is installed and the Match Official(s) have been trained in its use. Clubs shall comply with any protocol for use of Goal Line Technology issued by The Association from time to time, and for the avoidance of doubt neither The Association nor any Club or operator of a ground shall be liable for failure of Goal Line Technology where the relevant Goal Line Technology system otherwise complies with all applicable technical, maintenance and licensing requirements. Any costs incurred in relation to the use of Goal Line Technology in matches played on English Football League Championship Club grounds shall be deducted as a match expense in accordance with Rule 23.

(c) *Playing Condition of the Ground*

- (i) Each Club must take every precaution to ensure that its ground is in a fit playing condition. In the event of doubt regarding the condition of the pitch, the Home Club shall immediately notify The Association to enable a Match Official to conduct a pitch inspection.
- (ii) A Referee shall whenever possible examine the ground and decide as to its fitness for play in sufficient time to save the expense of unnecessary journeys being incurred by Clubs. The pitch inspection must be made by the Match Referee or a Referee appointed by The Association who must immediately contact The Association with details of an inspection (and the Match Referee if relevant).
- (iii) Subject to this Rule, the Referee shall have the power to decide as to the fitness of the ground in all matches.
- (iv) The Referee must report to the ground 90 minutes before the time of kick-off. If necessary, the Home Club or The Association may, by notice, require the Referee to

visit the ground more than 90 minutes before the time of kick-off any time during the season.

- (v) The Association's Pitch Protection System is compulsory for all ties, if after consultation with the Home Club The Association's representative recommends that it is required to ensure the game is played as scheduled. The costs incurred shall be deducted as a match expense in accordance with Rule 23.
- (vi) No other activity is permitted to be played on the pitch, on the day of the match, prior to an FA Cup tie in all rounds up to and including the Quarter-Final without prior written consent of The Association.

(d) *Floodlighting*

- (i) All matches shall be played on grounds enabling matches to be played either partly or wholly under floodlight conditions, provided that the installation conforms to the requirements relevant to the category 'G' Grade of The FA National Ground Grading.
- (ii) The Referee will decide at what point in the game the floodlights shall be switched on. This will necessitate a discussion with responsible Officials of the competing Clubs before the game, when a signal must be agreed.
- (iii) The cost for floodlighting must not exceed £75.00, and this cost may be charged as a match expense, if incurred.

(e) *Matchballs*

In rounds prior to the Semi-Finals, the Multiple Ball System (where more than one ball may be used in a match) will not operate in ties. The Association shall determine whether the Multiple Ball System will operate in the Semi-Finals and/or Final of the Competition.

(f) *Substitute Boards*

- (i) Electronic substitute boards should be provided by Home Clubs for the fourth official, where FA appointed, to operate to display the minimum additional time allowed at the end of each half. If electronic boards are not available, the normal hand held substitute boards should be used.
- (ii) From the First Round Proper onwards, The Association will provide FA Cup Logo branded stickers which must be attached to such boards. No other branding is permitted.

(g) *Assessors*

An Assessor will be appointed to all FA Cup matches from the First Round Proper onwards and the Home Club shall reserve 2 Directors' Box seats for this purpose. The Assessor will inform the Home Club of his attendance at the match. If it is necessary for any match to be played behind closed doors, the Assessor shall not be required to attend the match.

(h) *Club Doctors and First Aid Facilities*

It is the responsibility of the Home or Host Club in the Competition Proper to ensure that a qualified medical practitioner is in attendance at least 30 minutes prior to kick-off and throughout the match and at least 30 minutes after the termination of the match, and that they are afforded ready access to the playing area. Where possible, the Team Doctor and/or Physio shall be seated on the Trainer's bench\*. First Aid facilities, equipment and a stretcher must be made available by the Home or Host Club for all matches and a fully qualified person to administer First Aid. Clubs must also comply with any medical requirements imposed by guidance and/or the COVID-19 Protocols in accordance with Rules 35(a) and (b).

*\*As required by Premier League rules, for Premier League Clubs, the Team Doctor and Physio shall be seated on the Trainer's bench.*

(i) *Match DVD*

The Home Club for all matches from the Fourth Round Qualifying onwards shall film the match in its entirety with an uninterrupted view and provide the Away Club, the match Referee (or Assessor) a DVD recording of the match as soon as reasonably practical following the end of the match.

(j) *Video Assisted Referees*

“VARs” means Video Assisted Referees as defined under the protocol of the International Football Association Board (“IFAB”).

The Association reserves the right to select any match in the Competition Proper, at its absolute discretion, in which VARs will be used. This means that the Referee in such matches can make decisions based on information provided by the VARs in accordance with the relevant protocol of the IFAB.

Guidance regarding the use of VARs will be provided by The Association to the relevant Clubs at the appropriate time.

#### 14. CLUB COLOURS

- (a) (i) The two competing clubs must wear colours that distinguish them from each other and also the Match Officials. Where there is a clash (as determined by The Association), the Away Club must change.
- (ii) In the Competition Proper, a Club shall wear one of its kits (or combination thereof) that is registered with the League which the Club’s first team is a member of in the current season.
- (iii) *Alternative Kit Applications*
- In the Competition Proper a Club may be permitted by The Association to wear an alternative kit to that which it has registered with the League which the Club’s first team is a member of in the current season provided that:
- the alternative kit complies with The Association’s Kit and Advertising Regulations; and
  - a written application to do so is received by The Association at least ten days prior to the match in which the alternative kit is intended to first be used in the Competition Proper.
- Such an application must provide full details of the alternative kit and the reason for its requested use. The Association shall determine at its absolute discretion whether or not the alternative kit may be worn in a match or matches to be played in the Competition Proper. The Association shall only grant permission for one alternative kit to be used by a Club in the same season. An application may be made prior to any Round of the Competition Proper, subject to the restriction regarding a change to a shirt sponsor set out in (iv) below.
- (iv) *Time Limit for Change to Shirt Sponsor*
- An application for permission to wear an alternative kit which would result in a change to the shirt sponsor cannot be made after the Fourth Round of the Competition Proper.
- (v) In the Semi-Final and Final Ties a toss of a coin shall determine the choice of colours if a clash occurs. The toss of coin shall be made by a representative of The Association and shall be witnessed by the representatives of the Semi-Finalists and Finalists with the toss taking place at The Associations’ offices or another suitable location as soon as possible after the Quarter-Final or Semi-Final.
- (b) In the event of the Clubs not agreeing upon the colours to be worn, The Association shall decide. Goalkeepers must wear colours which distinguish them from the other players, and the Match Officials.
- (c) Clubs’ colours must not clash with the black and white outfit worn by the Match Officials. In the Competition Proper, where there is a clash of colour between the Match Officials’ kit and the players kit, the Match Official may, with the prior approval of The Association, change to an alternative colour.
- (d) Players’ shirts shall be clearly numbered on the back in accordance with the Official Team Sheet. No change of numbers during the match shall be allowed except on a change of Goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. The Captain of each team shall wear a distinguishing armband provided by The Association to indicate his status.

- (e) Advertising may be worn on players' clothing in accordance with the Rules of The Association and the Laws of the Game. When participating in a match no Player shall reveal undergarments that show political, religious or personal slogans, statements or images or advertising other than a manufacturer's logo.
- (f) In the Semi-Final and Final the participating Clubs will be required to wear sleeve badges branded with The FA Cup Logo unless this is precluded by an agreement with a shirt sponsor who is a competitor of the lead FA Cup sponsor.

## 15. PROVISIONS CONCERNING PLAYERS

- (a) Each team participating in a match shall represent the full available strength of each competing Club.
- (b) (i) Each Club must provide a list of names of players taking part in the game (including the names of the substitutes) (the "Official Team Sheet") either electronically or to the Referee and a representative of their opponents in the presence of the Referee:
  - 75 minutes before kick-off for all matches in the Competition Proper, including the Semi-Final and Final. In respect of matches in the Competition Proper, Official Team Sheets shall not be published until 60 minutes before kick-off.
  - 45 minutes before kick-off for all matches in the Qualifying Competition.

Any Club failing to do so will be liable to be fined by the Professional Game Board a sum not exceeding £100.00 for all matches other than the Semi Final or Final when the fine may be up to a maximum of £500.00.
- (ii) Should any nominated player or substitute sustain an injury, become ill or be required to self-isolate after the submission of the Official Team Sheet to the Referee and before the kick-off, he may be replaced without fine if he is injured warming up, becomes ill or is required to self-isolate after the exchange of the Official Team Sheet, provided the Referee and opponents are informed before the commencement of the match. In such circumstances the Official Team Sheet must be updated by the relevant Club to include the replacement player and exclude the injured, ill or self-isolating player prior to the commencement of the match.
- (iii) No player shall be eligible to take part in a match unless their name appears on the Official Team Sheet
- (c) (i) **In the Qualifying Competition, a maximum of seven substitutes may be nominated. Subject to the below a Club may at its discretion use three of those seven substitute players at any time in a match. In the event that extra time is played in any match a Club may at its discretion use one additional substitute player, (a fourth in total) from the nominated seven substitutes, during such period of extra time. A substitution can only be made when play is stopped for any reason and the Referee has given permission. Prior to the substitution being made the Club must identify to the Match Officials the number of the player out and the player in, in accordance with the Official Team Sheet.**
- (ii) **In the Competition Proper, a maximum of nine substitutes may be nominated. Subject to the below a Club may at its discretion use five of those substitute players at any time in a match (including during any period of extra time). Each team is only permitted a maximum of three opportunities to make substitutions during normal time in the Match (excluding half time). If the Match proceeds to extra time, each Club will be permitted to carry over any unused substitution opportunities into extra time and will be permitted an additional (fourth) opportunity to make a substitution (excluding (i) the break between full time and extra time and (ii) at half time of extra time). A substitution can only be made when play is stopped for any reason and the Referee has given permission. Prior to the substitution being made the Club must identify to the Match Officials the number of the player out and the player in, in accordance with the Official Team Sheet.**



(iii) **In the Competition Proper**, if a player suffers a concussion (or potential concussion), the Club and its opponent shall be permitted to use additional substitution(s) in accordance with the relevant IFAB protocol adopted by The Association and in force from time to time. Concussion substitutions shall be permitted to be used in addition to the substitutions listed above. If The Association has adopted an IFAB protocol for the purposes of the Competition, this shall be communicated to competing Clubs in advance of the relevant Round.

- (d) All players shall be qualified as players according to the Rules of The Association.
- (e) A player shall not play for more than one Club in the Competition in the same season.
- (f) All players must have been eligible to play in the original tie in order to play in a match which is **replayed**, postponed or ordered to be replayed; however a player who has been suspended according to the disciplinary procedures under the Rules of The Association may play in a match which is **replayed**, postponed or ordered to be replayed after the term of his suspension has expired. **Where a match is replayed, postponed, abandoned or ordered to be replayed**, a Club may request dispensation from the Professional Game Board to select a replacement goalkeeper who is a registered player, but was not a registered player prior to the "Registration Deadline" (as defined below). Any such request must be made to The Association in writing (together with evidence substantiating the reasons for the request), and received no later than 24 hours before the scheduled commencement of the relevant match. Dispensation will be at the complete discretion of the Professional Game Board.
- (g) A substitute who does not play in a match is entitled to play for another Club in the Competition in the same season.
- (h) In all Rounds of the Competition a player shall be a "registered player" of his Club under the Rules of the Competition.
- (i) (i) A "registered player" is one who is either, in the case of a player under written contract, registered with The Association or, in the case of a player without a written contract, registered with a League in which his Club competes in the current season. Any such registration must have been received (with all relevant documents completed) by The Association or League by **12 noon on the Friday immediately prior to the date fixed for playing the Round (the "Registration Deadline")**, save that the **Registration Deadline in respect of the Fifth Round Proper shall be 12 noon on the Monday immediately prior to the date fixed for playing the Round**.

The Association (for players under written contract) or League (for players without a written contract) must also have confirmed in writing to the Club submitting the application to register the player that the registration has been accepted in order for the player to be eligible to play in the match. The player must also still be registered with the Club which submitted the application as at the date of the match. The Association (for players under written contract) or League (for players without a written contract) may confirm its acceptance of a registration after the Registration Deadline provided that such registration was received, along with all relevant documents, by the Registration Deadline. However, if The Association (for players under written contract) or League (for players without a written contract) has not confirmed in writing its acceptance of a registration 75 minutes before the scheduled commencement of the match, the player shall not be eligible to play in the match.

- (ii) In order to be eligible to play in the Final, the players must have been correctly registered and eligible for the Semi Final Round of the Competition.
- (iii) An International Transfer Certificate for Players coming from overseas associations (including Wales, Scotland, Northern Ireland and the Republic of Ireland) must be received at least 75 minutes before the scheduled commencement of the match in order for the Player's registration to be valid.
- (iv) In exceptional circumstances related to COVID-19, a Club may make a written application to the Professional Game Board to field a player who was not registered with The Association prior to the Registration Deadline for a round which has subsequently been postponed.

- (v) The Professional Game Board shall consider, at its sole discretion, any application under Rule 15(iv) and determine whether the Club shall be permitted to field the player in any remaining match(es) in the Competition. If the Professional Game Board determines that the Club shall be permitted to field the player, the player shall be considered to be eligible (subject to the player otherwise being eligible in accordance with this Rule 15).
  
- (j) *Temporary (loan) Transfers*
  - (i) A player on a domestic temporary (loan) transfer (including a player on loan either to or from a Welsh Club that competes in the Competition in the current season) is ineligible to compete in the Challenge Cup Competition unless permission to do so is given by the lending Club in writing (which, for the avoidance of doubt, can include appropriate wording and/or the completion of tick boxes in any loan form) and a copy is received by The Association by the Registration Deadline for that round. Any permissions must clearly state that the player has approval to play in The FA Challenge Cup Competition. A player who is registered on a Scholarship for work experience may play for another Club, subject to written permission being given by the Club that he is registered to and provided that such permission is received by The Association by the Registration Deadline for that round.
  - (ii) For all rounds other than the Final, a player recalled to his original Club from temporary (loan) transfer, in accordance with the terms of the loan agreement, may only represent his original Club if any such recall has been received and accepted by The Association by the Registration Deadline for that round.
  - (iii) A player on temporary (loan) transfer is eligible to play in **a replay**, a match rescheduled as a result of a postponement, abandonment or in a match ordered to be replayed, if transferred permanently by the lending Club to the loaning Club after the Registration Deadline for that round, provided that the player was eligible to play for the loaning Club in the original match and the player's registration with the loaning Club is continuous from the Registration Deadline for that round through to the date of the replay or rescheduled match.
  - (iv) The Association will not give permission for players on loan or work experience to play against the lending Club.

## 16. VALIDITY OF PLAYERS' QUALIFICATIONS

- (a) The Professional Game Board shall have power to call upon a Player, and/or the Club to which he is registered, or for which he played, to prove that the Player is qualified according to the Competition Rules and/or eligible pursuant to any COVID-19 Protocols issued under Competition Rule 35(b).
- (b) Subject to (c) below, where a player that is or is found to be ineligible under either the Rules of the Competition and/or the Rules of the Association plays for a club in a Competition match, the Professional Game Board may remove the club from the Competition, and may impose further penalties against the club.
- (c) However, where the club satisfies the Professional Game Board that the club (or any of its officers) did not know and could not reasonably have known, even had it made every reasonable enquiry (with the exercise of the utmost caution), that the player was ineligible, the club shall not be removed from the Competition but may still be subject to any other penalty. (e.g. fine, ordered to replay the match).
- (d) In the event The Association is instructed to sanction a Player and/or Club in such circumstances by FIFA, The Association will follow such instructions unless there are exceptional circumstances which would, in the Professional Game Board's absolute discretion, lead to The Association challenging such instruction.

## 17. PROGRAMME

A Programme or Team Sheet must be produced with details of both teams.

## 18. TEAM BENCHES

- (a) In all Rounds of the Competition, the number of Clubs' players and Officials seated on the team benches, in the designated technical area, must not exceed 14 unless the team bench facility provides more than 14 individual seats.
- (b) Only one person has the authority to convey tactical instructions to the players during the match. He is allowed to move to the edge of the technical area to issue instructions to his team.
- (c) 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.
- (d) 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 Association, who shall have the power to impose sanctions as deemed fit.
- (e) 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 team bench. The Team Manager or Team Coach is allowed to move to the edge of the technical area to issue instructions to his team.
- (f) In the Semi-Final and Final, Clubs will be advised by The Association of the number of technical staff and substitutes who may occupy the team benches and a list of the permitted number of authorised personnel must be provided by each Club to the Referee at least one hour before kick-off.

## 19. PROVISIONS CONCERNING MATCH OFFICIALS

- (a)
  - (i) Match Officials shall be appointed by The Association in accordance with its appointing procedures from time to time.
  - (ii) In the Competition Proper a Reserve Official shall be appointed to officiate in the event of an appointed Match Official failing to arrive or being incapacitated.
  - (iii) In the event of any of the Match Officials failing to arrive or being incapacitated, the match 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 most senior Assistant Referee must take charge. Any substitute agreed for a match shall be considered a Match Official for the purposes of that match.
- (b)
  - (i) **The appointment of Assistant Referees for replays in the Extra Preliminary to the First Round Qualifying will be by the Parent County Football Association to whom the "Home" Club in the replay is affiliated. It is the responsibility of the "Home" Club in the replay to contact the Parent County Association to request Assistant Referees.**
  - (ii) **When a change of Referee from the first match is necessary, this will be made by The Association.**
- (c)
  - (i) In the Qualifying Competition the fees and expenses of all Match Officials appointed by The Association to officiate in any match shall be paid by the Club upon whose ground the match takes place unless otherwise instructed by the Professional Game Board.
  - (ii) In the Competition Proper the fees and expenses of all Match Official's appointed by The Association shall be paid directly by The Association in line with the scale of fees and expenses issued by The Association from time to time.
- (d) *Scale of Expenses to be Paid to Match Officials in the Qualifying Competition*

- (i) Standard class railway fares at the cheapest available rate operating on the day of the match may be allowed.
- (ii) In the event of a Match Official being unable to reach their destination, going to or returning from a match, without staying at a hotel, they shall be reimbursed their hotel accommodation, from the Home Club, up to £100, providing that where a concessionary hotel rate is negotiated the Match Official will, if it is not inconvenient, take advantage of such rates. A receipted hotel account must be provided for the Home Club.
- (iii) An allowance of £0.40 per mile will be allowed to all Match Officials officiating who travel by private car.
- (iv) In the Fourth Round Qualifying Match Officials shall be entitled to claim meal allowances as follows:
  - Where the travelling time exceeds 8 hours £25.00
  - Where the travelling time exceeds 6 hours £20.00
  - Where the travelling time exceeds 4 hours £15.00

Travelling time is the period from the time the Match Official leaves home until the time he returns home, less the duration of the match. When an overnight stay is necessary, meal allowances are calculated from the time the Match Official leaves home to the arrival at the ground/hotel. The second day's calculations are from ground/hotel to home (less the duration of the match).

**(e) Scale of Fees to be Paid to Match Officials in the Qualifying Competition**

- (i) *The Qualifying Competition: Extra-Preliminary, Preliminary and First Rounds:*  
Referee, £53.00; Assistant Referees, £34.00 each.
- (ii) *The Qualifying Competition: Second and Third Rounds:*  
Referee, £100.00; Assistant Referees, £50.00 each.
- (iii) *The Qualifying Competition: Fourth Round:*  
Referee, £150.00; Assistant Referees, £75.00 each; Fourth Official, £50.00

- (f) In the event of The Association giving permission for a pitch inspection prior to a match in the Qualifying Competition, by a Match Official other than the Match Referee, such Match Official shall be entitled to expenses only (to include loss of earnings where applicable) for local clubs, but expenses plus half the match fee if not local. In the Competition Proper the fee received in respect of such ground inspections shall not exceed £35.00 in the First and Second Rounds and £50.00 in the other Rounds and will be paid directly by The Association along with any expenses.
- (g) Match Officials are entitled to their travelling expenses if incurred and half their fees if the match to which they were appointed is not played.
- (h) The Home Club must notify the Match Officials of the precise details of the match, this is to include a map with the location of the ground indicated, kick-off time, colours of both teams and other necessary details. Such information must be sent to be received by the Match Officials not later than five days prior to the match who must acknowledge receipt.
- (i) Match Officials shall acknowledge acceptance of appointments for all matches in the Competition to The Association.
- (j) The duties of the Match Officials shall be as defined in the Laws of the Game.

**20. ADMISSION TO MATCHES - SALE OF TICKETS**

- (a) Ticket sales shall only be permitted in accordance with any guidance issued by The Association and or league the Home Club participates it (as amended and in force from time to time) regarding the permitted number of spectators, or percentage of ground capacity, for any match to be played by the Club. The Home Club shall not be permitted to sell more tickets for a match in the Competition than it would be permitted to sell for a league match at the relevant point in time.

- (b) All persons including Season Ticket Holders must be charged admission to the ground, enclosure and stands in all matches subject to the following conditions:
- (i) In the Qualifying Competition, Clubs shall agree the number of complimentary tickets that can be issued to each Club. If the Clubs are not able to agree on the number, no complimentary tickets will be issued.
  - (ii) In the Competition Proper, The Association shall make provision for the allocation of complimentary tickets between Clubs as it shall from time to time consider appropriate.
  - (iii) In addition to the allowance of complimentary tickets set out at Competition Rule 20(a)(i) and (ii) complimentary tickets may be issued for the sole use of the following (subject to any COVID-19 Protocols issued under Competition Rule 35(b)):
    - Directors of the participating clubs. An allowance should be agreed between
    - the participating clubs for the use of the Directors of each club up to the maximum available to the visiting club per Competition Rule 21(a)(vii);
    - Press/Media;
    - Scouts and official representatives from non-participating clubs;
    - Official representatives of the governing and legislative bodies of football;
    - Disabled and helpers (except where the home club's policy is to charge);
- (c) The Association shall be entitled to purchase a minimum of 100 tickets per match in the Competition Proper to be used by The Association and its Commercial Partners. Additionally, where possible, and upon request, the Home Club should make up to three Director's Box level hospitality passes available for key employees of The Association and its Commercial Partners.

(i) *Qualifying Competition*

Immediately after the draw is known, the two Clubs concerned must mutually agree the prices of admission subject to the following conditions.

Except where mutually agreed otherwise the minimum admission (except to children and senior citizens) to matches shall be:

- In the Extra-Preliminary, Preliminary and First Round Qualifying: £3.00
- In the Second and Third Rounds Qualifying: £5.00
- In the Fourth Round Qualifying: £6.00

A higher admission charge may be mutually agreed between the Clubs concerned. The away Club's spectators can only be charged more than the home Club's spectators if agreed by both Clubs.

The price of admission for children and senior citizens must be mutually agreed between the Clubs concerned.

(ii) *Competition Proper*

Immediately after the draw is known, the Club playing at home shall decide on the prices of admission, subject to a minimum price of £10.00 for all spectators other than concessions.

Where the away Club's spectators are permitted to attend, they can only be charged more than the home Club's spectators if mutually agreed by both Clubs.

(iii) *Executive packages, hospitality, sponsorship or advertising agreements*

Where the Home Club issues tickets as part of an executive package (eg executive box or lounge), hospitality, sponsorship or advertising agreement then the highest price payable for the appropriate category of spectator (eg adult, concession) for an admission only ticket for the relevant area of the ground should be included in the gate receipts for a match.

- (iv) The admission prices are to be confirmed in writing to The Association and the visiting club as part of the Match Arrangement Form.
- (v) All questions in dispute must be immediately referred to The Association for settlement.
- (d) Immediately after half time but before the conclusion of the match, the Home Club must declare and provide in writing to the Visiting Club a statement of the total admission and gross gate receipts.
- (e) The Visiting Club shall have the right to check the sale of tickets.
- (f) The visiting Club is entitled to have access to and copies of all documentation (see Competition Rule 26) maintained by the Home Club for the reconciliation of the match receipts. A request to be made by the Visiting Club in writing and copied to The Association. The documentation is to be provided within fourteen days of the date of the request.
- (g) The Association is entitled to have access to and copies of all documentation (see Competition Rule 26) maintained by the Home Club for the reconciliation of match receipts and expenses.

## 21. DISTRIBUTION OF TICKETS

### (a) *All Rounds Preceding the Semi-Finals*

In all matches in the Competition Proper preceding the Semi-Finals where the Visiting Club's spectators are permitted to attend, the Visiting Club shall have the right to claim up to 15% (up to a maximum of 9,000) of all accommodation for which tickets are issued providing these tickets are in a fully segregated area, and subject to the following regulations:

- (i) The request for tickets shall be made within four days of the draw.
- (ii) The tickets allotted to the Visiting Club, if numbered and reserved, must be of equal value to those retained by the Home Club.
- (iii) In cases of replays, the Club playing away in the replay must make a request for tickets prior to the original match in order to ensure that the replay tickets are in the possession of the club playing away in the replay at the latest immediately on conclusion of the original match.**
- (iv) The Visiting Club shall be responsible for the payment of all tickets asked for and allotted, unless otherwise agreed between the Clubs in writing with a copy sent to The Association. All questions in dispute shall immediately be referred to The Association.
- (v) The Visiting Club should settle with the Home Club for sales of tickets on or before the day of the match.
- (vi) Any tickets not sold by the Visiting Club should be returned to the Home Club with their statement of tickets sales.
- (vii) In the Competition Proper, a Visiting Club shall be entitled to one third of the seats usually reserved and known as "Home and Visiting Directors' Seats" up to a maximum of 24 seats.
- (viii) Where disabled facilities are provided, a Visiting Club shall have the right to claim up to 15% of this accommodation.
- (ix) Where it is deemed desirable, the Professional Game Board shall have the right to vary the allocation of tickets to the Visiting Club, or require a match to be made all ticket.
- (x) Ticket sales shall only be permitted in accordance with the guidance issued by The Association or the league the Home Club participates in (as amended and in force from time to time) regarding the permitted number of spectators, or percentage of ground capacity, for any match to be played by the Home Club. The Home Club shall not be permitted to sell more tickets for a match in the Competition than it would be permitted to sell for a league match at the relevant point in time.

### (b) *Right of entry and security*

- (i) Wherever possible, match tickets should be overprinted with a hologram to help eliminate the possibility of counterfeit tickets.
  - (ii) All Clubs in The FA Premier League and the English Football League must impose the same Ground Regulations and Ticket/Season Ticket Conditions for matches in the Competition as are imposed for FA Premier League and English Football League matches (or in the case of any Club which is not in The FA Premier League or the English Football League in substantially similar form). Example Regulations and Conditions applicable for such matches are available from The Association upon request (the "Standard Regulations" and "Standard Conditions"). Clubs outside of The FA Premier League and English Football League should issue any necessary additional ground regulations or ticket conditions to ensure that equivalent regulations and conditions to the Standard Regulations and Standard Conditions apply to their matches in the Competition.
- (c) *Semi-Finals and Finals*
- (i) The Association has the power in its absolute discretion to allocate tickets to the competing Clubs in the Semi-Finals and Final in such numbers and on such basis as it considers appropriate. The Association shall notify each Club of the proposed allocation. Each Club may within 2 days of notification make representations that the allocation should be increased or decreased. All tickets must be paid for at their face value.
  - (ii) Unless otherwise agreed by The Association, tickets for the Semi-Final and Final must be sold separately and at face value and must not be packaged with any hospitality arrangements in any way.

## **22. PROCEEDS OF MATCHES PRIOR TO THE SEMI-FINALS**

- (a) The net gate receipts due from a match (except replayed matches in consequence of a breach of the Rules) shall be the total ticket sales for the match less VAT, the travelling (and possibly accommodation) expenses of the Visiting Club, the fees and expenses of the Match Officials, and other match expenses allowed under the Competition Rules (which include costs relating to gate attendants, turnstile operators, stewards, police charges, floodlighting in accordance with the Competition Rules, contributions to the costs of First Aid Helpers and any costs relating to clearing the ground of snow and water provided the Visiting Club is consulted beforehand on the approximate costs). Any shortfalls in receipts are the responsibility of the home club and are not to be shared. The Professional Game Board shall have the power from time to time to issue instructions as to what shall and shall not be allowed as a match expense.
- (b) Subject to Rules 22(k) and (l), net gate receipts shall be divided as follows:
  - (i) In all matches prior to the Third Round of the Competition Proper the net gate receipts of each match shall be divided equally between the competing Clubs.
  - (ii) Save for those matches set out in (iii), in all matches played from (and including) the Third Round of the Competition Proper prior to the Semi-Final the net gate receipts of each match shall be divided equally between the competing Clubs.
  - (iii) In all matches played from (and including) the Third Round of the Competition Proper prior to the Semi-Final, involving Clubs outside The FA Premier League or The English Football League playing against Clubs from The FA Premier League or The English Football League, the net gate receipts of each match shall be divided between the Clubs competing in each match as follows:
    - 55% to Clubs outside The FA Premier League or The English Football League.
    - 45% to FA Premier League or English Football League Clubs.
- (c) The net gate receipts shall be approximately divided immediately after the match. A full statement of account for the match shall be prepared by the Club playing at its home ground, on the prescribed Statement of Receipts and Payments Form, and payment shall be made in full to the Visiting Club and The Association within 14 days of the match. The Statement of Receipts and Payments Form must be signed by a Director or Football Secretary of the home

Club. A Club failing to comply with this clause may be ordered to pay a fine and any other punishment, including non-admission in the future to the Competition, may be imposed as determined by the Professional Game Board.

- (d) No competing Club shall make any Agreement with any other competing Club by which their obligations under the Rules regarding the sharing of net gate receipts may be varied or amended in any way. "Agreement" for the purpose of the Rules of the Competition 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.
- (e) Any Club failing to comply with these provisions may at the discretion of the Professional Game Board:
  - (i) be ordered to pay daily interest on the money due calculated at 5% per annum over Barclays Bank Base Rate in force for the time being from the due date to the actual date of payment, and/or;
  - (ii) be removed from the Competition for the current and/or future seasons and any other order as is deemed appropriate until such time as the money has been paid.
- (f) A Club that alleges that it has been financially disadvantaged by another Club failing to meet its financial obligations under the Competition Rules must bring the circumstances to the attention of the Professional Game Board in writing. The Professional Game Board shall consider the circumstances and take any action that it considers appropriate under the Competition Rules.
- (g) When a match is postponed through causes over which neither Club has any control, the expenses shall be paid out of the gate receipts of the match when played.
- (h) In any match ordered to be replayed in consequence of a breach of the Competition Rules, the Club in default shall not receive any share of the gate receipts of any nature of such replayed match (except the approved travelling costs in accordance with Competition Rule 23) without the consent of the Professional Game Board, and such consent shall only be given under special circumstances. If consent is not given, any such share shall be remitted to The Association.
- (i) A Club may at its own expense erect temporary stands and take the proceeds only in cases where the remaining areas of the ground are otherwise sold out and the opposing Club declines to join in the expenses of the erection. A stand shall be treated as a permanent one if used after the match for which it was erected.
- (j) In cases where the gate receipts are not sufficient to cover the entire expenses of the match, the deficit shall be shared by the two competing Clubs.
- (k) The Home Club must maintain proper accounting systems and documentation (see Competition Rule 26) for the control and recording of match receipts. A clear audit trail must be available from the documentation to the entries recorded on the Statement of Receipts and Payments Form.

## **23. MATCH EXPENSES**

- (a) *Travelling Expenses*
  - (i) In all Rounds, match expenses shall include travelling expenses, actually incurred, which must not exceed £3.00 per coach mile for same day travel and £6.00 per coach mile where an overnight stay is agreed. If private cars or minibus are used, then the expenses which can be claimed will be for a maximum of five cars at £0.40 per mile. For ties involving travel to/from the Isle of Wight, boat fares at the cheapest rate are allowed to be claimed.
  - (ii) The travelling expenses for the Visiting Club are to be calculated based on a return journey on a direct route from the visiting Club's Headquarters to the venue where the match shall be played, the total mileage must be agreed between both Clubs prior to the first match and confirmed on the Match Arrangement Form.



- (iii) When travelling by rail, the cost of 25 standard class fares at the cheapest available rate may be claimed.

(b) *Hotel Expenses*

- (i) Where agreement concerning hotel accommodation has been reached, Clubs must confirm the agreement in writing on the Match Arrangement Form.
- (ii) Where mutual agreement concerning hotel accommodation cannot be reached, and the Visiting Club considers it necessary or desirable to claim hotel expenses, written application must be made to The Association with a copy to the Home Club at least seven days in advance of the first match. The Professional Game Board shall have the power at its absolute discretion whether or not to grant permission.
- (iii) The grounds for making such an application are that it would be necessary for the Visiting Club to leave its headquarters before 8.00am on the day of the match in order to arrive at the venue for the match no less than 90 minutes prior to the scheduled kick-off, based on reasonable travel time only (determined by reference to the AA Route Planner service) and including a stop of not more than 45 minutes. Expenses, which may be claimed, if actually incurred, shall not exceed £100.00 per person for up to 25 persons.
- (iv) A Club that has been granted hotel expenses by The Association must stay within a 30 mile radius of the ground where the match will be played.

**(v) In a replayed match any such permission must be sought within 24 hours of the original match.**

(c) *Gatemen, stewards and turnstile operators*

The gross cost plus employer's national insurance in employing gatemen, stewards and turnstile operators for the match may be deducted from match receipts. Where the actual gross and employers national insurance is not known at the date by which the Statement of Receipts and Payments Form must be submitted then a reasonable estimate should be included as a deduction.

Where a club contracts gatemen, stewards and turnstile operators the charge to the club (net of VAT) is to be deducted.

(d) *Police charges*

The cost (net of VAT) of policing the match may be deducted. Where the actual cost of policing is not known at the date by which the Statement of Receipts and Payments Form must be submitted then a reasonable estimate should be included as a deduction.

(e) *Medical*

The cost of first aid helpers, crowd doctor and ambulance may be deducted as a match expense.

Where a Club does not operate under the provisions of a General Safety Certificate, arrangements for medical provisions for the public, including crowd doctor, first aiders and ambulance, should be made in consultation with the appropriate authority.

*First Aid Helpers*

The contributions for first aid helpers for all ties are as follows:

- (i) Clubs outside London to pay £20.00 per first aider, with a minimum payment of £60.00 per match.
- (ii) Clubs in London to pay £22.00 per first aider, with a minimum payment of £66.00 per match.
- (iii) London Clubs are defined as those within the Metropolitan Police boundary.

Clubs must agree with their local first aid provider the number of helpers required, and payments should be made direct to the local St John's Ambulance Brigade or Red Cross on the number agreed, regardless of the actual attendance. If they provide their own ambulance, then an additional payment must be mutually agreed between the Clubs for inclusion as a match expense.

(f) *Water and snow clearing*

Any additional cost incurred by a club in attempting to clear snow or water from the pitch and stadium so that a match may proceed may be deducted as a match expense. Additional costs are those incurred directly as a consequence of adverse weather conditions. Additional costs include the operating costs (excluding depreciation and repair costs) of under pitch heating (to a maximum of £200), hire of equipment (eg hot air blowers, pitch covers) and the cost of additional ground staff (gross and employers national insurance). Where actual costs are not known at the date of completion of the Statement of Receipts and Payments Form a reasonable estimate should be made. All estimates should be supported by independent verification. The Visiting Club must be notified and agree to the approximate cost before being incurred. All disputes to be decided by the Professional Game Board.

Where the additional costs have been incurred and the match is postponed because of adverse weather, the additional costs incurred may be deducted from the receipts of the rearranged fixture with the prior agreement of the Visiting Club. All disputes to be decided by the Professional Game Board.

(g) *Floodlighting*

The cost for floodlighting must not exceed £75.00, and this cost may be charged as match expenses, if incurred.

(h) *Goal Line Technology ("GLT")*

Where a match is played at any English Football League Championship Club ground and GLT is used, the cost to be deducted as a match expense shall be an amount specified by The Association and communicated to Clubs from time to time.

(i) *The Association's Pitch Protection System*

Where The Association's Pitch Protection System has been ordered to be used in accordance with Rule 13, the cost to be deducted as a match expense shall be an amount specified by The Association and communicated to Clubs from time to time.

(j) *Video Assisted Referee ("VAR")*

In any match up to and including the Quarter Finals where VAR is used in accordance with Rule 13(j), the cost to be deducted as a match expense shall be an amount specified by The Association and communicated to Clubs from time to time.

- (k) If any Club anticipates that it will incur significant additional costs attributable to complying with any COVID-19 Protocols under Rule 35(b) which are not provided for in this Rule 23 in respect of any match prior to the Semi-Finals, it should seek to agree with its opponent Club that these costs will be deducted as match expenses. If the Clubs are not able to agree, the Club seeking to incur the additional costs may make a written application to the Professional Game Board to determine, at its sole discretion, whether the Club shall be permitted to deduct some or all of the costs as match expenses.

## **24. DUAL INTERESTS AND ASSOCIATION**

- (a) Save with the prior written consent of the Professional Game Board, no Club may participate in the Competition at any stage where that Club is interested in another Club which is participating in the Competition or wishing to participate in the Competition (the "Second Club"). The Second Club shall similarly not be permitted to participate in the Competition at any stage.
- (b) Save with the prior written consent of the Professional Game Board, no Club may participate in the Competition at any time where a person, or any associate of that person, is interested in such Club and a Second Club participating or wishing to participate in the Competition. The Second Club shall similarly not be permitted to participate in the Competition at any stage.
- (c) For the purposes of this clause, a Club or person, or associate of that person, shall be deemed to be interested in a Club if that Club, person or associate:
- (i) holds or deals in (or has made any application to hold or deal in or underwrite any issue of) the securities or shares of that Club; or

- (ii) is a member of that Club; or
  - (iii) is involved in any capacity whatsoever in the management or administration of that Club; or
  - (iv) has any power whatsoever to influence the financial, commercial or business affairs or the management or administration of that Club; or
  - (v) has lent money to or guaranteed the debts or obligations of that Club, otherwise than in the ordinary course of banking at arm's length.
- (d) The holding or acquisition by any person (but not a Club) of not more than 10% of the issued share capital of any Club may be disregarded for the purposes of this clause provided that those shares are, in the opinion of the Professional Game Board, held purely for investment purposes only.
- (e) For the purposes of this clause, an associate of a person shall be deemed to be:
- (i) anyone of a close relationship with that person who, in the opinion of the Professional Game Board, is or is likely to be acting with that person; or
  - (ii) any company of which that person is a director or over which that person is able to exercise control or influence; or
  - (iii) any person who is an employee or partner of that person or is in close relationship with any such employee or partner; or
  - (iv) if that person or any associate of that person is a company, then any holding company or subsidiary of that company or a subsidiary of its holding company, or any director or employee of the company or any such holding company or subsidiary or person in a close relationship with any such director or employee; or
  - (v) if that person has an agreement or arrangement (whether legally binding or not) with any other person in relation to the exercise of their voting power in a Club or in relation to the holding or disposal of their interests in a Club, then that other person.
- (f) Any act or thing prohibited in the above sections of this clause in relation to a Club or a person if done by such Club or person itself is likewise prohibited through agents, trusts, trustees, nominees, or other third parties.

## **25. PAYMENT TO CLUBS**

- (a) Prize Fund payments as determined by the Professional Game Board from time to time shall be made by bank transfer direct into a bank account in the name of the legal entity of the Club that is entered into the Competition.
- (b) A payment shall be made to the Winner and Runner-Up in both the Final and Semi Final ties of the Competition of a sum determined by the Professional Game Board from time to time. Payment should be fourteen working days after receipts of the funds from competing Clubs. The Clubs must provide the funds they have collected to The Association within fourteen working days of the date of the event.
- (c) Clubs will be notified by The Association of any fee that may be due to them to facilitate the live broadcasting of a match. Such fees shall be determined by The Association and payment will be made within fourteen working days of completion of each Round.
- (d) A Club shall not be entitled to any payment from The Association if:
  - (i) that Club has not met all of its financial obligations to an opposing Club in accordance with these Rules;
  - (ii) that Club or its Parent Undertaking is subject to an Insolvency Event, as defined in Rule 5(f) on the due date of payment.

The Professional Game Board may at its discretion make a payment on account to such a Club on receipt of a written request from a Club.

- (e) No competing Club shall make any Agreement (as defined under these Competition Rules), whether direct or indirect, with any competing Club regarding the sharing of any payment to which they are entitled under the Competition Rules.
- (f) Where a Club defaults in making a payment to an opposing Club as required under these Rules then the Professional Game Board may deduct or withhold any such amount from payments due to the defaulting Club.
- (g) In the event that a club is found to have breached the Competition Rules the Professional Game Board may, in accordance with Rule 1(d), order the repayment of any monies gained by such Clubs for Rounds of the Competition in relation to which it is determined that the Club was in breach and the Professional Game Board may (in its absolute discretion) award the recovered monies to the Club(s) that were defeated in such earlier Rounds.
- (h) Where a club (the defaulting club) defaults in making any payment due to The Association and any holding company of The Association and any subsidiary company of that holding company, then The Association shall be empowered to deduct the amount of any such payment from any distribution from payment due to the defaulting club.

## 26. DOCUMENTATION

- (a) For each match hosted in the competition it is the responsibility of the Football Secretary of the home Club to retain the following documentation (the “documentation”) (as applicable):
  - (i) a copy of the signed Statement of Receipts and Payments Form.
  - (ii) a printout of the sales of advanced tickets from a computerized ticketing system (if operated).
  - (iii) a reconciliation of receipts for each cash turnstile (ie number admitted at the appropriate price = actual receipts). The reconciliation to be prepared by the turnstile operator and verified by a senior steward/officer of the Club.
  - (iv) a copy of the reconciliation of tickets sold by the away Club.
  - (v) a schedule of amounts banked for the match in respect of tickets sales and cash admissions.
  - (vi) a comparison of the numbers entering the ground via cash or ticket turnstiles to the numbers admitted according to the computerised safety records (if installed).
  - (vii) A copy of the computerised safety records at the end of the game showing the numbers admitted by each turnstile if installed.
  - (viii) a schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile (eg lounges and executive boxes).
  - (ix) a list of complimentary tickets issued.
  - (x) copies of supporting documentation (eg invoices, wage payments to gatemen etc) for payments recorded as a deduction on the Statement of Receipts and Payments Form.
- (b) Clubs that operate an electronic access system (eg swipe cards) or a pass system to gain access to the ground rather than a ticketing system, must retain records that confirm the number of people that gained access at each entry point to the stadium.
- (c) The Football Club Secretary is responsible for maintaining the file of the documentation for each season. The documentation for each match should be available for The Association and visiting Club to review on request as set out at Competition Rules 25(d) and 25(e). The documentation should be retained for the period required by H.M. Revenue and Customs.

## 27. PROVISIONS FOR THE **THIRD, FOURTH & FIFTH ROUND OF THE COMPETITION PROPER AND QUARTER-FINALS**

- (a) **When a match is drawn after 90 minutes, an extra 30 minutes shall be played, and 15 minutes shall be played in each half.**

- (b) **When a match is drawn after extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.**
- (c) ***Postponed Matches***  
**When a match has been postponed, it shall be played on the same ground or as directed by The Association.**
- (d) ***Abandoned Matches***  
**When a match has been abandoned after it has commenced but before it has been completed, the Professional Game Board shall deal with the matter as it sees fit in its absolute discretion.**
- (e) **The Professional Game Board shall have the power to vary these arrangements if it is deemed necessary.**

## **28. PROVISIONS FOR THE SEMI-FINALS**

- (a) The Association shall determine the ground for both Semi-Finals, and shall have direct control of the arrangements.
- (b) The venue staging a Semi-Final shall be entitled to a payment agreed by The Association.
- (c) In the Semi-Finals, 5.5% of the net gate receipts of each match shall be remitted to The Association and allocated for distribution to Affiliated Associations as determined by The Association. The remainder of the net gate receipts shall be divided in accordance with (d) below.
- (d) In the Semi-Finals the remainder of the net gate receipts (less any payments to the staging venue) of both matches shall be combined and divided as follows:  
32.5% to The Association.  
58.5% to be divided equally between the four Clubs.  
9% to the Pool.
- (e) "The Pool" (for the purposes of Rules 28(d) and 29(d)) shall be a fund held by The Association which shall be distributed as determined by the Professional Game Board from time to time.
- (f) Where a Club sells tickets for the Semi Final it does so on behalf of The Association and in accordance with any instructions where issued by The Association. A Club must settle all amounts due to The Association arising from the sale of tickets within seven working days of the match.
- (g) When a match is drawn after 90 minutes, an extra 30 minutes shall be played, and 15 minutes shall be played in each half.
- (h) When a match is drawn after extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
- (i) ***Postponed Matches***  
When a Semi-Final match has been postponed, it shall be played as directed by The Association.
- (j) ***Abandoned Matches***  
When a Semi-Final match has been abandoned after it has commenced but before it has been completed, the Professional Game Board shall deal with the matter as it sees fit in its absolute discretion.
- (k) Any Club which without good reason causes to delay the kick-off of the match from the time fixed or the re-start after the half-time interval;
  - (i) Shall on the first such occasion be fined up to £5,000.00;
  - (ii) Shall on a second or subsequent occasion within two years of the first such occasions be fined up to a maximum of £10,000.00.

- (l) Save for (a), (b), (c) and (d) the Professional Game Board shall have the power to vary these arrangements if it is deemed necessary.

## **29. PROVISIONS FOR THE FINAL**

- (a) The Association shall determine the ground for the Final and shall have direct control of the arrangements.
- (b) The venue staging a Final shall be entitled to a payment agreed by The Professional Game Board.
- (c) In the Final, 5.5% of the net gate receipts of the match shall be remitted to The Association and allocated for distribution to Affiliated Associations as determined by The Association. The remainder of the net gate receipts shall be divided in accordance with (d) below.
- (d) In the Final, the remainder of the net gate receipts (less any payment to the staging venue) shall be divided as follows:
  - 90% to The Association
  - 10% to the Pool.
- (e) Where a Club sells tickets for the Final it does so on behalf of The Association and in accordance with any instructions issued by The Association. A Club must settle all amounts due to The Association arising from the sale of tickets within seven working days of the match.
- (f) When the match is drawn after 90 minutes, an extra 30 minutes shall be played and 15 minutes shall be played in each half.
- (g) When the match is drawn after extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
- (h) *Postponed Matches*  
When a Final match has been postponed, it shall be played as directed by The Association.
- (i) *Abandoned Matches*  
When a Final match has been abandoned after it has commenced but before it has been completed, the Professional Game Board shall deal with the matter as it sees fit in its absolute discretion.
- (j) Any Club which without good reason causes to delay the kick-off of the match from the time fixed or the re-start after the half-time interval;
  - (i) Shall on the first such occasion be fined up to £5,000.00;
  - (ii) Shall on a second or subsequent occasion within two years of the first such occasions be fined up to a maximum of £10,000.00.
- (k) Save for (a), (b), (c) and (d) the Professional Game Board shall have the power to vary these arrangements if it is deemed necessary.

## **30. THE FA CUP / FINALIST MEDALS**

- (a) The FA Cup is the property of The Association. When the winning Club has been ascertained, The Association shall loan the Cup to such Club, which shall be responsible for its return to The Association on or before the first day in March in the ensuing year in good order and condition. The Association reserves the right to request the return of the Cup at any time by giving seven days' notice. Should the Cup be lost, destroyed or damaged by fire or any other cause whilst under the care or custody of the Club the Club shall refund to The Association the amount of its current insured value or the cost of thorough repair in addition to any other penalty which the Professional Game Board may impose.
- (b) In addition to The FA Cup, The Association shall present 40 medals to playing staff and officials of both Clubs in the Final.

## **31. PROVISIONS CONCERNING PROTESTS**

- (a) All issues relating to the interpretation of the Competition Rules shall be referred to the Professional Game Board, whose decision shall, subject to Rule 32, be final and binding. The Professional Game Board shall consider any such matter in such manner and following such procedures as it considers appropriate. The Professional Game Board shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.
- (b) Where a Club wishes to protest that there has been a breach of the Competition Rules, such protest must be made in writing and must contain the particulars of the grounds upon which it is made. The protest must be received by The Association, accompanied by a fee of £100.00, within twenty-four hours of the match to which it relates. The fee may be forfeited to The Association in the event of the protest not being sustained.
- (c) The Professional Game Board (or a subcommittee) may make such orders as it considers appropriate in relation to any issue or protest referred to it. The Professional Game Board (or a subcommittee) may make such orders as it considers appropriate as to the costs incurred by the parties or The Association.
- (d) Any protest relating to the ground, goal posts, or bars, or other appurtenances of the game shall not be considered by the Professional Game Board (or a subcommittee) unless an objection has been lodged by a duly authorised representative on behalf of the Visiting Club with a duly authorised representative on behalf of the Home Club in the presence of the Referee at least one hour before the official time of the kick-off. The Referee shall require the Home Club to correct the cause of the objection, if this is possible without unduly delaying the progress of the match. The Referee shall record the lodging of any protest made under this Rule in his match report.
- (e) Where an objection has been lodged with the Referee and Home Club as above, a protest must be made to The Association and neither objection nor protest may be withdrawn, except by leave of the Professional Game Board (or a subcommittee).
- (f) The Association shall send a copy of any protest to the Club protested against, which shall lodge a defence to the protest with particulars of the defence within twenty-four hours of receipt of the protest.
- (g) Members of the Professional Game Board directly connected with a Club concerned in a protest shall not have any involvement in the consideration of the matter.
- (h) A Club, or player or any person connected with the management of the Club may be summoned to attend at a hearing of a protest. A Club may be represented by one or more persons. A Barrister or Solicitor may represent a Club only with the prior written consent of the Professional Game Board (or a subcommittee). Any person summoned to attend a hearing of a protest must attend personally and shall not be legally represented except with the prior written consent of the Professional Game Board (or a subcommittee).

### **32. PROVISIONS CONCERNING APPEALS**

- (a) A Club that is expelled from the Competition may appeal against that decision to an appeal board in accordance with the procedures for Competition appeals set out in Appendix 3.
- (b) For the avoidance of doubt, a Club may not appeal against any penalty imposed on it other than expulsion from the Competition.

### **33. NOTICES**

All notices required to be given to The Association by any of these Competition Rules shall be addressed to the Competitions Manager, at the offices of The Association.

### **34. TESTING**

- (a) A player shall be ineligible to compete in his Club's next match in the Competition (and any further matches in respect of which the same circumstances apply) if either:
  - (i)

- (1) a player has taken a COVID-19 test (**to include an antigen test or a polymerase chain reaction, or 'PCR', test**) ("**Test**") which has returned a positive result; and
- (2) has not **self-isolated**:
  - for ten days (or in accordance with any updated government or national guidance in force at the relevant time); or
- (3) has **self-isolated** for the relevant number of days specified in Rule 34(a)(i)(2) above but is still experiencing symptoms of COVID-19; or
- (ii) the player has not taken a **Test** but has experienced symptoms of COVID-19: and
  - (1) has not **self-isolated** for the relevant number of days in accordance with Rule 34(a)(i)(2) above; or
  - (2) has **self-isolated** for the relevant number of days specified in Rule 34(a)(i)(2) above but is still experiencing symptoms of COVID-19; or
  - (iii) the Professional Game Board has prohibited a player from participating as a result of a breach of Rule 35(a) or Rule 35(b); or
  - (iv) the player is required to **self-isolate**, on the basis that he has been identified as an at-risk close contact of a confirmed COVID-19 case and has not isolated for ten days (or in accordance with any updated government or national guidance in force at the relevant time).
- (b) If any of the circumstances in Rule 34(a)(i), (ii) or (iv) apply and the Club has appointed a COVID-19 Medical Officer, he or she shall confirm to The Association the relevant period of self-isolation for the player and whether the player has complied with that period of self-isolation.
- (c) Where a Club fields a player that is ineligible in accordance with Rule 34(a), the Professional Game Board may impose such sanctions against the Club as it considers appropriate (at its sole discretion).

### 35. RULES RELATING TO COVID-19

#### *Requirements on Clubs and players*

- (a) All Clubs and players participating in the Competition must comply with any legislation and/or guidance issued by the government, PHE and/or The Association in relation to COVID-19 which is applicable to the Club and/or player. Any relevant guidance issued by The Association will be communicated to Clubs in advance of the relevant round and/or match.
- (b) The Association may publish COVID-19 Protocols imposing additional requirements on Clubs and players participating in the Competition, which may apply to different stages of the Competition. All Clubs and players participating in the Competition must comply with any COVID-19 Protocols issued by The Association as amended and in force from time to time.

#### *Breaches of Rules relating to COVID-19*

- (c) Any potential breaches of Rules 35(a) and (b) must be reported to the Professional Game Board and will be determined in accordance with the procedure set out in Rule 35(d) and (e) below.
- (d) The Professional Game Board (or a subcommittee of the same) will consider the potential breach. In doing so, it shall follow such procedures as it considers appropriate and make such decision, order or ruling and impose such penalties as it deems necessary (including removing a Club from the Competition).



- (e) Where the Professional Game Board (or a subcommittee of the same) considers that the facts of the alleged breach are such that:
  - (i) the Club is liable to face removal from the Competition, the matter shall be determined within five days of breach being brought to the attention of the Professional Game Board; or
  - (ii) a player is liable to be declared ineligible to participate in any number of Competition matches, the matter shall be determined prior to the next Competition match for which the player would otherwise be eligible.
- (f) If an affected Club has been removed from the Competition, it shall have the right to appeal to an appeal board of The Association in accordance with the procedures for Competition appeals set out in Appendix 3.

*Specific powers of the Professional Game Board and The Association's Board in relation to COVID-19*

- (g) The Association's Board may determine that any match in the Competition must be played behind closed doors.
- (h) If The Association's Board determines that it will not be possible to start the Qualifying Competition as scheduled, The Association's Board may amend the format of the Competition, including but not limited to declaring that a round (or multiple rounds) of the Qualifying Competition shall not be played and that the Competition shall commence from a later round. If The Association's Board declares that the Competition shall commence from a later round, it shall determine (in its sole discretion) which Clubs shall be selected to participate in that round.
- (i) If the Qualifying Competition has started but The Association's Board determines that it will not be possible for all rounds of the Qualifying Competition to be played (including a round which has started but not completed), The Association's Board may amend the format of the Competition, including but not limited to (i) cancelling the Qualifying Competition or (ii) declaring that a round (or multiple rounds) of the Qualifying Competition is either null and void (including any matches in a round which have already been played) or shall not be played and that the Competition shall re-commence from a later round. If a match has been played but is later declared null and void, the Clubs will receive and/or be entitled to retain the prize money in respect of that match. If The Association's Board declares that the Competition shall commence from a later round, it shall determine (in its sole discretion) which Clubs shall be selected to participate in that round.
- (j) If The Association's Board determines (in its sole discretion) that it will not be possible (i) to start the Competition Proper or (ii) for all rounds of the Competition Proper to be played, The Association's Board will determine (at its sole discretion) the impact on the structure and resumption of the Competition Proper.

### APPENDIX 3

(a) Where a Club intends to lodge an appeal against a decision of the Professional Game Board (or a subcommittee) to remove the Club from the Competition under Rule 32(a) or 35(f), it must:

- (i) notify The Association by email (to [Competitions@TheFA.com](mailto:Competitions@TheFA.com) and [JudicialServices@TheFA.com](mailto:JudicialServices@TheFA.com)) by 12 noon on the first business day following receipt of the decision; and
- (ii) provide The Association by email (to [Competitions@TheFA.com](mailto:Competitions@TheFA.com) and [JudicialServices@TheFA.com](mailto:JudicialServices@TheFA.com)) with an appeal fee of £100 and copies of all submissions, evidence and any other relevant material upon which they intend to rely by 6pm on the first business day following receipt of the decision.

(b) The grounds of appeal available to the Club shall be that the Professional Game Board (or subcommittee):

- (i) failed to give the Club a fair hearing; and/or
- (ii) misinterpreted or failed to comply with the rules of the Competition relevant to its decision; and/or
- (iii) came to a decision to which no reasonable such body could have come; and/or
- (iv) the removal of the Club from the Competition was excessive.

(c) An appeal board of three people will be appointed to determine the appeal. The members will be appointed by The Association's Judicial Panel Chair (or their nominee) and shall be comprised of members of The Association's Judicial Panel.

(d) 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 Professional Game Board (or subcommittee). The Association will ensure that all documents relating to the original decision are provided to the appeal board. If the Club does not wish to be present or represented in person, the appeal board may conduct the hearing on the basis of a review of the documents only.

(e) The Association must, by 6pm on the first business day following receipt of the appellant's submissions, evidence and material, provide its responses to the appellant and the appeal board.

(f) New evidence may only be permitted with the permission of the Chair of the appeal board. An application for leave to present new evidence must be made when providing submissions. Such application must set out the nature of 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 to the Professional Game Board (or subcommittee) and that such evidence is relevant. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond. The decision of the Chair of the appeal board shall be final.

(g) The appeal board will hear the appeal at the earliest available opportunity and, in any event, before the next round of the Competition. The appeal board shall determine the procedures to be followed at any personal hearing.

(h) A decision of the appeal board shall be final and binding and there shall be no right of further challenge.

(i) The appeal board shall have the power to allow or dismiss the appeal and to make such further or other order as it considers appropriate.

(j) The costs of bringing an appeal will be borne by the Club.